



CONTRACT DOCUMENTS

FOR

RODDY ROAD WIDENING:
LA 935 – LA 621
CLEARING AND GRUBBING

ASCENSION PARISH

PARISH PRESIDENT

Kenny Matassa

COUNCIL MEMBERS

Oliver Joseph, District 1

Bill Dawson, District 2

Travis Turner, District 3

Daniel "Doc" Satterlee, District 4

Dempsey Lambert, District 5

Randy Clouatre, District 6

Aaron Lawler, District 7

Teri Casso, District 8

Todd Lambert, District 9

John Cagnolatti, District 10

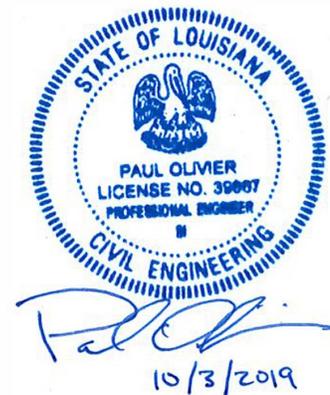
Benny Johnson, District 11

October 2019

Prepared by T. Baker Smith, LLC

For

Ascension Parish Engineering Transportation Department
Department of Public Works
42077 Churchpoint Road Gonzales, Louisiana





**MOVE ASCENSION PROJECT NO. MA-17-01-A
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Parish of Ascension

www.ascensionparish.net

KENNY MATASSA
ASCENSION PARISH PRESIDENT

INVITATION TO BIDDERS

Sealed bids will be received by Ascension Parish Government at the Ascension Parish Government Purchasing Office, 615 E. Worthey Street, Gonzales, Louisiana 70737 (mailing address P. O. Box 2392, Gonzales, Louisiana 70707-2392) until **11:00 a.m. CST on November 19, 2019**. Bids received after the closure time, as stated herein, will be returned unopened. Bids will be publicly opened and read aloud for the construction project entitled.

PROJECT NAME: Roddy Road Widening: LA 935 – LA 621 Clearing and Grubbing

PROJECT NO. MA-17-01-A

STATEMENT OF WORK: Clearing and grubbing, removal and installation of fence, and removal of structures and obstructions.

DESCRIPTION: Move Ascension Program

PARISH: Ascension Parish

LENGTH: 1.375 miles.

PROJECT ENGINEER:

T. Baker Smith, LLC
Mr. Paul Olivier, P.E.
Paul.Olivier@tbsmith.com

ASCENSION PARISH
TRANSPORTATION MANAGER:

Mr. Michael Enlow
225-450-1326
menlow@apgov.us

PROJECT MANAGER:

Ms. Tacie Rabalais, P.E.
225-450-1386
trabalais@apgov.us

Bids should be submitted in a sealed envelope and must be to the attention of the Ascension Parish Purchasing Department and clearly labeled on the outside of the envelope as **Bid Submittal, with the project No. MA-17-01-A and name Roddy Road Widening: LA 935 – LA 621 Clearing and Grubbing, and Louisiana Contractor's License Number**, as well as all accompanying funds and documents, as follows:

Bid Submittal

Project No.: MA-17-01-A

Project Name: Roddy Road Widening: LA 935 – LA 621 Clearing and Grubbing

LA License No.:

“Official” Bid Documents are available and Electronic bids are accepted at Central Bidding and may be obtained from www.centralauctionhouse.com or www.ascensionparish.net. For questions related to the electronic bidding

process, please call Central Bidding at (225) 810-4814.

COPIES OF CONTRACT DOCUMENTS. Hard copies of the drawings and specifications for use in preparing Bids may also be obtained from:

HNTB Corporation
10000 Perkins Rowe, Suite 640, Baton Rouge, Louisiana 70810

The cost is One Hundred Dollars (\$100.00) per set, or free for an electronic copy (with contractor provided media). The Contractor to whom a contract is awarded will be furnished two (2) working copies of the specifications and the drawings, together with all Addenda thereto.

Bid packages may be submitted in different manners. Consult the bid documents for specific deadlines for desired submittal process before application. The following are acceptable methods:

Hand-delivered to: 615 E. Worthey Road, Gonzales, Louisiana 70737
Certified receipt mailed to: P. O. Box 2392, Gonzales, Louisiana 70707-2392
Uploaded to: www.centralauctionhouse.com

To address the above requirement for electronic bids, Ascension Parish Government will allow electronic bids submitted via the parish-approved online bid site to be submitted as follows (Refer to L.R.S. 38:2212):

- A. A copy of the bid bond MUST be attached to the bid documents submitted electronically.
- B. The original bid bond document must be received in our office no later than 48 hours after bid opening date and time.
- C. The bid bond envelope must be clearly labeled as a Bid Bond with the project name, the vendor's name as it appears on the bid documents and the vendor's address.

All addenda, Amendments, Letters of Clarification, and Withdrawal Notices will be posted online at www.centralauctionhouse.com.

Construction proposal information may be accessed online at www.centralauctionhouse.com. Users shall select "Login" and, if necessary, submit and create a New User Registration to view and download drawings. Upon creating a user registration account, users must click "Ascension Parish Government" to view any current advertised listings. This listing is titled "Roddy Road Widening: LA 935 – LA 621 Clearing and Grubbing".

All registered users will have the ability to submit questions and view project information as well as view project drawings.

The Ascension Parish Government shall not be responsible if the bidder cannot complete and submit a bid due to failure or incomplete delivery of the files submitted via the internet.

A **NON-MANDATORY Pre-Bid meeting** will be held at **10:00 am CST on October 30, 2019** at the Ascension Governmental Complex located at 615 East the St. Gonzales, LA 70737 in room 110.

All questions regarding this project and the bid packages shall be submitted to the Purchasing Department via purchasing@apgov.us by 10:00 a.m. CST on November 6, 2019. Responses will be coordinated with the Project Engineer and Posted on the www.centralauctionhouse.com website by 5:00 p.m. CST on November 12, 2019.

Bid security in the amount of five percent (5%) of the total bid must accompany each Bid and shall be made payable to Ascension Parish Government. See bid documents for specific criteria.

RS 38:2218. Evidence of good faith; countersigning:

- A. The public entity advertising for bids for work shall require the bidders to attach a certified check, cashier's check, or bid bond for not more than five percent of the contract price of work to be done, as an evidence of good faith of the bidder. The public entity advertising for bids for work may require the bidders to attach a certified check, cashier's check, or bid bond for not more than five percent of the estimated price of supplies or materials, as evidence of good faith of the bidder.

No bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

The Parish of Ascension reserves the right to disqualify any Bid, response to a Request for Qualifications, or Request for Proposals if it is determined that the submitting business entity is not in good standing with the Louisiana Secretary of State or is not authorized to do business in the State of Louisiana.

The United States Department of Transportation (DOT) operates a toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., EST. Anyone with knowledge of possible bid rigging, bidder collusion or other fraudulent activities should call this hotline at 1 (800) 424-9071. All information will be treated confidentially and caller anonymity will be respected.

Ascension Parish Government reserves the right to reject any and all bids for just cause.

Ascension Parish Government
Kenny Matassa, Parish President

ADVOCATE - Please publish 10/17/2019, 10/24/2019, 10/31/2019

CHIEF - Please publish 10/17/2019, 10/24/2019, 10/31/2019

WEEKLY- Please publish 10/17/2019, 10/24/2019, 10/31/2019



GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT



GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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PART 1 - BIDDING AND CONTRACT DOCUMENTS

PART 1 - ARTICLE 2: INSTRUCTIONS TO BIDDERS

- 21 CROSS REFERENCE TO PRIMARY STATEMENTS. Definitions, requirements, and limitations affecting the bidding are contained in the various contract documents and are not necessarily repeated in these instructions.
- 22 QUALIFICATION OF BIDDERS. Bidders may be required to submit evidence that they have a practical knowledge of the particular task bid upon, and that they have the financial resources to complete the proposed scope in entirety.

In determining the Bidder's qualifications, the following factors will be considered: contracts previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the task properly and expeditiously, (c) has the financial resources to meet all obligations incidental to the task, and (d) has appropriate technical experience.

Each Bidder may be required to show that he has completed similar work and that there are no just claims pending against such work. No Bid will be accepted from a Bidder who is engaged on any contract which would impair his ability to perform or finance his work.

- 23 LOUISIANA LICENSE REQUIREMENTS. Only Bids of Contractors licensed under LSA R.S. – 37:2150 et seq., will be considered. Contractors shall be licensed under Classification II – Highway, Street and Bridge Construction. Licensing is supervised by the Louisiana Licensing Board for Contractors, 7434 Perkins Road, Baton Rouge, Louisiana. Contractors desiring to bid shall submit with their Bids evidence that they hold a valid license in the proper classification.
- 24 FAMILIARIZATION WITH THE WORK. Before submitting their Bid, each prospective Bidder shall familiarize themselves with the scope of the task, the sites where the proposed improvements are to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. The Bidder shall carefully correlate their observations with requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Bidder. There will be no financial adjustment justification for lack of such familiarization. Additionally, evidence of having the lack of familiarization could result in contract termination or substantial financial impacts to the contractor due to liquidated damages or other variables.
- 24.1 SITE CONDITIONS. Each Bidder shall visit the sites of the Work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the Work,



and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bid.

- 242 ACCESS TO THE SITE(S). The project is to be constructed within the Parish of Ascension. Contractors and Suppliers wishing to inspect the various sites may do so at their convenience.
- 25 INTERPRETATIONS. The Drawings have been prepared by T. Baker Smith, LLC, 17534 Old Jefferson Highway, Suite D-1, Prairieville, Louisiana 70769, who is hereinafter called the ENGINEER and who is to act as the OWNER's representative, assumes all duties and responsibilities and have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. All questions about the meaning or intent of the Specifications and Contract Documents shall be submitted to the ENGINEER in writing. Replies will be issued by Addenda will be transmitted via facsimile, e-mail, or hand - delivered to all parties recorded by ENGINEER as having received the bidding documents and posted on the Central Auction House website. Addenda will be issued at least 72 hours, (3 working days, excluding weekends and holidays) prior to the time stated for opening bids. Questions received less than five (5) working days prior to the date for opening Bids will not be answered. Only answers furnished by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 26 TAXES AND PERMITS. Attention is directed to the requirements of the General Conditions and Supplemental Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or Contractor in connection with the Work shall be paid by Contractor. The bid prices shall include all such taxes and the costs of all required permits.
- 27 BID SECURITY. The amount of bid security is stated in the Invitation. The required security must be in the form of a certified or bank cashier's check or a bid bond. The bid bond must be executed by a surety meeting the requirements set forth in the General Conditions and Supplemental Conditions. Bid bond must have attached appropriate and satisfactory Power of Attorney. The bond shall also be countersigned by a person who is under contract with the Surety Company or Bond Issuer as a Licensed Agent in this State and who is residing in the State. Refer to R.S. 38:2218
- The bid security shall be made payable without condition to the Owner. The bid security may be retained by and shall be forfeited to the Owner as liquidated damages if the Bid is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made by Owner.
- 28 RETURN OF BID SECURITY. The bid security of the successful Bidder will be retained until the bidder has executed the Agreement and furnished the required Contract Security, whereupon checks furnished as bid security will be returned; if the bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of any Bidder whom Owner believes 'to have a reasonable chance of



receiving the award' may be retained by Owner until the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished but not to exceed thirty (30) days after the Bid opening. Checks furnished as bid security by other Bidders will be returned within five (5) days of the Bid opening.

- 29 **CONTRACT TIME.** The Contract Time is an essential part of the contract and it may be necessary for each Bidder to satisfy Owner of his ability to complete the Work within the time set forth in the Bid Forms. Provisions for delays, liquidated damages, and extensions of time are set forth in the General and Supplemental Conditions.

The Contractor is responsible for equipment and material delivery. A time extension to the Contract duration will not be allowed for late material or equipment delivery.

- 210 **SUBCONTRACTORS AND SUPPLIERS.** After ten (10) days after Bids are opened, the successful Bidder, and any other Bidder so requested, shall submit a list of all Subcontractors and Suppliers he expects to use in the Work and to submit manufacturer's data on selected equipment, if requested by Owner.

210.1 **SUBCONTRACTOR QUALIFICATION.** Particular consideration will be given to the qualifications of each Subcontractor proposed. An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named Subcontractor, as requested by the Owner or Engineer. If Owner or Engineer, after due investigation has reasonable objection to any proposed Subcontractor, he may, before giving Notice of Award, request the successful Bidder to submit an acceptable substitute without an increase in his Bid. If the successful Bidder declines to make substitution he will not thereby sacrifice his bid security. Any Subcontractor so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and Engineer.

Contractor shall not be required to employ any Subcontractor against whom he has reasonable objection.

The use of Subcontractors listed by the Bidder and accepted by Owner prior to Notice of Award will be required in the performance of the Work.

- 210.2 **SUPPLIERS.** The list of Subcontractors shall also include the suppliers of the principal items of materials and equipment the Bidder expects to use in the Work unless such suppliers or manufacturers are named in the Bid. All material manufacturer, producer, supplier, source, or plant shall meet all qualifications required by LADOTD.

- 210.3 **MANUFACTURER'S DATA.** The list of Subcontractors submitted as provided herein shall be accompanied by two prints or copies of data on equipment and materials to be furnished by each supplier or manufacturer. Data so submitted shall illustrate the physical characteristics of the equipment and materials to be furnished. Although the drawings and specifications submitted prior to the Notice of Award need not be



complete, but must contain sufficient detail for Engineer to determine whether the materials and equipment will conform to the Contract Documents.

The Contract Documents will take precedence over any nonconforming data submitted.

Any Bid specifically conditioned upon furnishing equipment or materials which are not responsive to the Contract Documents will not be considered.

211 BIDS.

211.1 BID FORM. The Bid Form is bound within the Contract Documents. Bid forms must be completed in ink or typed.

Bids by corporations must be executed in the corporate name by a president or vice-president (or other corporate officer) accompanied by evidence of authority to sign. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Bid by a person who affixes to his signature the word “president”, “secretary”, “agent”, or other designation without disclosing his principal may be held to be liable for the Bid.

All blank spaces in the Bid Form shall be filled. Bids received without all such items completed will be considered as a nonresponsive Bid.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

No alterations in the Bids, or in the printed forms therein, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder. If initialed, Owner may require the Bidder to clarify any alteration so initialed.

All questions regarding this project and the bid package shall be submitted to the Purchasing Department via purchasing@apgov.us by 10:00 am CST on November 6, 2019. Responses will be coordinated with the Project Engineer and posted on the centrauctionhouse.com web site by 5:00 PM CST on November 12, 2019.

In addition to paper bids, electronic bids and electronic bid bonds for the project will be downloaded by the Ascension Parish Purchasing Department. Electronic bids and electronic bid bonds must be submitted through www.centrauctionhouse.com prior to the electronic bidding deadline. Beginning at **11:00 AM CST on November 19, 2019** all bids will be downloaded. **No bids are accepted after 11:00 AM. (CST) of November 19, 2019.**



- 2.112 AFFIDAVIT. Bidders shall include with their Bid the attached Non-Collusion Affidavit.
- 2.113 SUBMISSION OF BIDS. The bid shall consist of the Bid Form and the other documents that are required to be submitted along with the Bid Form.

Each Bid and accompanying data shall be enclosed in a sealed envelope or wrapping, addressed to:

*Ascension Parish Government Purchasing Office
615 E. Worthey Street, Gonzales, Louisiana 70787
(P.O. Box 2392, Gonzales, Louisiana 70707)*

and identified on the outside with the Bidder's name, Louisiana Contractor License Number and the words "**RODDY ROAD WIDENING: LA 935 - LA 621 CLEARING AND GRUBBING**", **MA-17-01-A**.

If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

Oral, telephone, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

- 2.114 MODIFICATION AND WITHDRAWAL OF BIDS. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 2.115 BIDS TO REMAIN OPEN. All Bids shall remain open for up to 45 days after the day of the Bid opening. Owner shall release Bids and return bid securities as specified in Section 2.8 under "Return of Bid Security".

2.12 AWARD OF CONTRACT.

- 2.121 To the extent permitted by the applicable local, state and federal laws and regulations, Owner reserves the right to reject any and all Bids for just cause. Ascension Parish Government reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.



- 2.122 In order to be responsive, the apparent low bidder must submit the additional information and documentation required by the Owner and Engineer with the time delays established by law.
- 2.123 The apparent low Bidder must establish complete satisfaction of the Owner, a minimum, that he has: (a) adequate financial resources to meet bid Contractual obligations and will maintain same for the Contract Time; (b) adequate equipment to perform the Work properly and within the Contract Time; (c) the necessary experience and technical qualifications in the type of Work provided for in the Contract; (d) conformed to the Qualification Submittals as requested.
- 2.124 Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 2.125 If the Contract is to be awarded for the Work, it will be awarded to the lowest responsive and responsible Bidder as determined by the evaluation of the corresponding Bid.
- 2.13 EXECUTION OF THE AGREEMENT. The Contractor shall be furnished four (4) copies of the Agreement, including insurance certificates, and other Contract Documents bound therewith. Within fifteen (15) days of Notice of Award, Contractor shall execute the Agreement, insert executed copies of the required bonds and power of attorney and submit all copies to Owner. The date of contract on the Agreement and Bond forms shall be left blank for filling in by Owner. The certification date on the power of attorney also shall be left blank for filling in by Owner.
- Owner shall execute all copies, insert the date of contract on the Agreement, Bonds, and power of attorney, and return all copies to Engineer for review and distribution.
- Once all contract documents have been executed, the Contractor shall be furnished one (1) set of original documents. The Owner shall have one (1) set of these documents recorded in the office of the Recorder of Mortgages in the jurisdiction where the work is to be performed.
- 2.14 COPIES OF CONTRACT DOCUMENTS. -- See Invitation to Bidders.
- 2.15 LOCAL MATERIAL AND FIRMS. By statutory authority, preference is hereby given to materials, supplies, and provisions produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the State (LSA R.S. – 38:2252), and preference is hereby given to firms doing business in the State of Louisiana (LSA R.S.– 38:2253).



PART 1 - ARTICLE 3: DRAFT CONTRACT

NOTICE

This is a DRAFT CONTRACT. The FINAL CONTRACT is subject to final negotiations and special conditions pending agreement approved by Ascension Parish Government Legal entities.

MASTER CONTRACT
For
PUBLIC WORKS/CONSTRUCTION

BE IT KNOWN that on this _____ day of _____, 20_____

Ascension Parish Government (hereinafter called OWNER), by and through the Office of the Parish President (hereinafter sometimes referred to as the PARISH), as approved by Resolution adopted by the Parish Council of Ascension on the ____ day of _____, 20_____.

AND

_____, (hereinafter called CONTRACTOR) qualified to do and doing business in this State and Parish (hereinafter referred to as “CONTRACTOR”) and authorized to enter into this contract;

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.

1. SCOPE OF WORK

A. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents in conjunction with:

RODDY ROAD WIDENING; LA 935 - LA 621 CLEARING AND GRUBBING
MA-17-01-A

2. ENGINEER



- A. The Drawings have been prepared by **T. BAKER SMITH, LLC, 17534 Old Jefferson Hwy. D1, Prairieville, LA 70769** and prepared for Ascension Parish Government, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. TERM OF CONTRACT

- A. The Work will be substantially completed within **90 Calendar Days** from the date identified on the Notice to Proceed from the Engineer.
- B. The Notice to Proceed shall be issued within thirty (30) days from the execution of this contract unless the Owner or Owner's representative and the Contractor agree in writing to another specified date.
- C. This Construction Contract shall terminate upon final acceptance by the engineer and all justified payments are made to contractor.

4. PROJECT SCHEDULE

- A. CONTRACTOR shall submit and strictly adhere to a project construction schedule throughout the allocated contract and associated time frame. CONTRACTOR is aware that OWNER may have a representative at each site where Work is being performed and that CONTRACTOR needs to coordinate with the OWNER'S REPRESENTATIVE or PROJECT MANAGER where Work on the CONTRACT will be performed. CONTRACTOR will coordinate with the OWNER'S REPRESENTATIVE by strictly following the project construction schedule or Progress Schedule. OWNER recognizes and understands that changes in project construction schedule or Progress Schedule may become necessary during the course of the project. However, in the event of any such change, the CONTRACTOR shall notify the OWNER'S REPRESENTATIVE **in writing** of a proposed change. Said written notice shall be provided at least 12 hours prior to the revised construction activity. Said notice shall be provided by emailing notice of change to menlow@apgov.us or trabalais@apgov.us and other contacts including testing company that is a team for member for the project.
- B. Should the CONTRACTOR fail to timely notify the OWNER'S REPRESENTATIVE of such change, the OWNER'S REPRESENTATIVE will document the CONTRACTOR'S failure to notify of the change in work and SHALL assess stipulated damages as follows. For EACH failure to notify the OWNER'S REPRESENTATIVE of any change in the project construction schedule or Progress Schedule, the CONTRACTOR AGREES TO PAY **\$150.00 per failure to notify the OWNER'S REPRESENTATIVE**. CONTRACTOR agrees that these stipulated damages reflect the lost time, manpower, and mileage incurred by OWNER attempting to locate the CONTRACTOR where a change in schedule occurs and the required notice was not provided. CONTRACTOR further agrees that **said amount shall be paid** by directly reducing the amount of monthly invoices/pay applications by the amount of penalties issued. The Penalty fees shall be itemized on monthly invoices.



5. LIQUIDATED DAMAGES

- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in Section 4 above, plus any extensions thereof allowed in accordance with the contract conditions and approved time changes thereto. There are delays, expenses and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount of \$500 for each day that expires after the time specified in Section 4 for Substantial Completion until the Work is substantially complete.

6. CONTRACT PRICE

- A. OWNER shall pay CONTRACTOR for completion of the Work completed in accordance with the Contract Documents in the amount specified therein, subject to adjustment as provided in the Contract Documents or amendments thereto. The estimated total of this contract is \$ _____.

7. PAYMENT PROCEDURES

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14.02 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- B. **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, once each month during construction. All progress payments will be on the basis of progress of the Work measured by the schedule of values established in Part 2 Article 14.2 of the General Conditions (and in each case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions. Payment will be made on work that has been installed, inspected, tested, verified, and done so to the satisfaction of the engineer.
- C. Pursuant to LA R.S. – 38.2248 (Public Contract Law), Owner shall withhold retainage from each progress payment until payment is due under terms and conditions governing substantial completion or final payment. Retainage shall be ten percent (10%) of the amount of work completed to date.
- D. **Fuel or Asphalt/Concrete Adjustments.** There shall be NO adjustments for prices or costs of any fuel or asphalt/concrete on this project, arising out of the work on this project/contract, or arising out of this contract. Further, the CONTRACTOR hereby waives any price adjustment for fuel or asphalt/concrete or the ability or right to request any price adjustment for fuel or asphalt/concrete. Particularly, the Louisiana DOTD provisions (or any such or similar provisions by any other third party) pertaining to or related to fuel or asphalt/concrete adjustments are not part of this contract, are not incorporated by reference or otherwise in this Contract, and shall not apply in any form or fashion to the contract. Any language in this Contract which implies



that the CONTRACTOR may obtain an adjustment in price for fuel or asphalt/concrete is hereby to be interpreted that CONTRACTOR shall **not** receive any such adjustment. CONTRACTOR shall not assert that any language in the CONTRACT creates any vagueness or ambiguity in the CONTRACT entitling CONTRACTOR to price adjustments for fuel or asphalt/concrete. CONTRACTOR hereby waives any right or ability to request any price adjustment for fuel or asphalt/concrete and CONTRACTOR shall **not** submit any request for any change in price for fuel or asphalt/concrete adjustments to the OWNER in any form.

- E. **Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.7 of the General Conditions and Supplemental Conditions SC-9.03(B)(13). OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.
- F. There shall be no fees charged by, nor paid to, CONTRACTOR for consultation with the Parish.
- G. CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said CONTRACTOR's obligation and identified under Federal Tax Identification Number as listed in the Scope.
- H. The Parish agrees to make payment to CONTRACTOR for services upon receipt and approval of each invoice. The Parish will pay CONTRACTOR the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.
- I. Other than the fee schedule herein, there will be absolutely no additional fees due CONTRACTOR to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR is familiar with the nature and extent of the Contract Documents, Work site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- B. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance



with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

- C. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions. Of the Contract Documents.
- D. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

9. CONTRACT DOCUMENTS

The Contract Documents which comprise of the contract between OWNER and CONTRACTOR, attached hereto and made a part hereof, consist of the documents listed in Table of Contents, and the documents identified below.

- A. CONTRACTOR Bid Documents
- B. Bid Bonds
- C. Agreement
- D. Payment Bond
- E. Performance Bond
- F. Notice of Award
- G. Notice to Proceed
- H. Technical Specifications and Special Provisions prepared by ENGINEER
- I. Standard General Conditions
- J. Drawings prepared by ENGINEER

10. CONTRACTOR DOCUMENTS

- A. The CONTRACTOR shall also furnish sufficient as-built sets of plans, specifications and contract documents.
- B. All data collected by the CONTRACTOR and all documents, notes, drawings, tracings and files shall remain the property of the OWNER except as otherwise provided herein. The CONTRACTOR shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the PROJECT MANAGER.
- C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the CONTRACTOR. CONTRACTOR has the duty to and must confirm and verify all information contained therein.
- D. **Construction Documents.** The CONTRACTOR shall use the most current version of the standard forms of documents adopted and specified by the OWNER in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the



OWNER are or will become the property of the CONTRACTOR but shall remain the property of the OWNER to the extent the OWNER has a property interest therein.

E. Notwithstanding any Section hereinafter, there will be retention of all related records:

- i. All records, reports, documents and other material delivered or transmitted to CONTRACTOR by Parish shall remain the property of Parish, and shall be returned by CONTRACTOR to Parish, at CONTRACTOR's expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by CONTRACTOR in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by CONTRACTOR to Parish, at CONTRACTOR's expense, at termination or expiration of this contract.
- ii. The Parish and CONTRACTOR acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. CONTRACTOR further agrees that CONTRACTOR will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of CONTRACTOR or Parish related to this contract.
- iii. CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
- iv. CONTRACTOR shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:
 1. Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved close out has been issued.
 2. All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the CONTRACTOR goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.

F. In the event there is re-use of any documents created by CONTRACTOR, CONTRACTOR invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.

G. The Parish agrees not to use CONTRACTOR's work product on any other project without the express written notice to the CONTRACTOR.

H. All of CONTRACTOR's pre-existing or proprietary computer programs, software, information, standard details or material developed by CONTRACTOR outside of this agreement shall remain the exclusive property of the CONTRACTOR.

11. NON-ASSIGNABILITY



- A. CONTRACTOR shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the CONTRACTOR from the Parish under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.
- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12. BUDGET LIMITATION

- A. It is the responsibility of the CONTRACTOR to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. CONTRACTOR understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the CONTRACTOR has no control over costs and price of labor, equipment or materials or over the general CONTRACTOR's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the CONTRACTOR's qualifications and experience.
- B. The continuation of this contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

13. INSURANCE

- A. The CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that



insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of Ascension, in writing, on all of the required coverage provided to Ascension Parish. Where possible, all policies and notices should name the CONTRACTOR and Parish. The Parish may examine the policies at any time.

B. All policies and certificates of insurance shall contain the following clauses:

- i. The CONTRACTOR's insurers will have no right of recovery or subrogation against the Parish of Ascension, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- ii. The Parish of Ascension shall be named as additional named insured with respect to automobile and general liability.
- iii. The insurance companies issuing the policy or policies shall have no recourse against the Parish of Ascension for payment of any premiums or for assessments under any form of policy.
- iv. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the CONTRACTOR.

C. Prior to the execution of this agreement, the CONTRACTOR shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of Ascension by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.

- i. Worker's compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
- ii. Commercial General Liability Insurance with a Combined Single Limit of at least \$500,000.00 per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 1. Premises Operations;
 2. Broad form contractual liability;
 3. Products and completed operations;
 4. Personal injury;
 5. Broad form property damage;
 6. Explosion, collapse and underground coverage (not needed for design).
- iii. Business Automobile Liability Insurance with a Combined Single Limit of \$500,000.00 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:



1. Any automobiles;
 2. Owned automobiles;
 3. Hired automobiles;
 4. Non-owned automobiles;
 5. Uninsured motorist.
- iv. An umbrella policy or excess policy may be used to meet minimum requirements.
- v. The CONTRACTOR shall also secure and maintain at its expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00) per claim.
- vi. All policies of insurance shall meet the requirements of the Parish of Ascension prior to the commencing of any work. The Parish of Ascension has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of Ascension as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Ascension, the CONTRACTOR shall promptly obtain a new policy, timely submit same to the Parish of Ascension for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by CONTRACTOR. In the event that Parish cannot agree or otherwise authorize said carrier, CONTRACTOR shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of CONTRACTOR and thereafter deduct from CONTRACTOR's fee the cost of such insurance.
- vii. Upon failure of CONTRACTOR to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of Ascension, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to maintain insurance shall not relieve the CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the CONTRACTOR concerning indemnification.
- viii. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.
- D. CONTRACTOR shall maintain a current copy of all annual insurance policies and provide same to the Parish of Ascension on an annual basis or as may be reasonably requested.

14. OTHER ITEMS AND CONDITIONS



- A. **Licenses and Commissions.** The CONTRACTOR shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a CONTRACTOR, including but not limited to those that may be required by this State and/or Parish. The CONTRACTOR agrees to renew and or keep current all licenses and commissions herein. The CONTRACTOR agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of Ascension.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding Ascension Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the CONTRACTOR, CONTRACTOR shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from CONTRACTOR any damages for its errors and omissions.
- C. The CONTRACTOR shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm or generation for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any acts, errors, or omissions by CONTRACTOR, its agents, servants, or employees while engaged in connection with services required to be performed by the CONTRACTOR under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the conduct or the CONTRACTOR.
- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and CONTRACTOR.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of Ascension, State of Louisiana. It is also understood and agreed that the laws and ordinances of Ascension shall apply.
- G. In the event that the CONTRACTOR modifies the Parish's contract documents without the expressed prior written consent of the Parish, the CONTRACTOR shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the CONTRACTOR's deviation from the Parish's contract documents.



- H. CONTRACTOR agrees to a covenant against contingent fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.
- I. This contract may be amended only by mutual written consent of the respective parties.
- J. **Third Party Beneficiary.** It is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "OWNER", "PROJECT MANAGER" and "Parish" and "the Parish of Ascension" may be used interchangeably.
- O. **Conflict of Interest.** It is understood and agreed between the parties hereto that CONTRACTOR is not retained exclusively by the Parish but that the Parish may retain other CONTRACTORS during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged CONTRACTOR, the CONTRACTOR agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will CONTRACTOR take any action on behalf of the Parish directly adverse to any other client.
- P. CONTRACTOR warrants that CONTRACTOR is qualified to perform the intended purposes of this agreement. In the event that CONTRACTOR becomes not fit nor qualified for any reason whatsoever, then CONTRACTOR agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that CONTRACTOR is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then CONTRACTOR agrees to withdraw from this agreement.



- Q. CONTRACTOR specifically agrees and understands that CONTRACTOR shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. CONTRACTOR agrees to ensure that its personnel are, at all times, educated and trained, and further, that CONTRACTOR and its personnel will perform all work and services in a workmanlike and professional manner.
- S. CONTRACTOR recognizes and understands that time is of the essence. CONTRACTOR agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. CONTRACTOR shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the actions or omissions to act of the CONTRACTOR, it's agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the action or omission to act of the CONTRACTOR.
- U. CONTRACTOR agrees that it will be responsible for all of its own actual and reasonably related expenses for its on and off-site office work. CONTRACTOR further agrees that Parish will not be responsible for or in any way liable for CONTRACTOR's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with CONTRACTOR's business other than the specific fees & costs generated under the terms of this agreement.

15. TERMINATION AND SUSPENSION

- A. **Termination for Cause.** The Parish may terminate this Contract for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of the Contract, provided that the Parish shall give the CONTRACTOR written notice specifying the failure. If within thirty (30) days after receipt of such notice, the CONTRACTOR shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its sole and exclusive option, place the CONTRACTOR in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the Parish and specifically supervised by the Parish. Any work performed by CONTRACTOR during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; CONTRACTOR specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph. CONTRACTOR agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively determined by the Parish.
- B. **Termination for Convenience.** Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written



notice to the CONTRACTOR. The CONTRACTOR shall be entitled to payment for deliverables in progress; to the extent work has been actually and satisfactorily performed.

C. Right to Cancel.

- i. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.
- ii. Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice.

D. Additional Causes for Termination or suspension:

- i. Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice. Parish has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the Parish.
 - ii. By mutual agreement and consent of the parties hereto.
 - iii. By the Parish as a consequence of the CONTRACTOR's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the CONTRACTOR.
 - iv. By either party upon failure to fulfill its obligations as set forth in this contract.
 - v. In the event of the abandonment of the project by the Parish.
 - vi. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.
- E. Upon termination, the CONTRACTOR shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.
- F. Upon termination, the CONTRACTOR shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the CONTRACTOR's personal and administrative files.



- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days' notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) days' notice in writing to that effect. CONTRACTOR shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- H. There is a right to cancel by the Parish by giving thirty (30) days' notice to CONTRACTOR and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.
- I. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel as provided on the fee schedule of the Louisiana Attorney General or in the private sector, whichever is greater. The parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.
- J. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- K. As to the filing of bankruptcy, voluntarily or involuntarily, by CONTRACTOR, CONTRACTOR agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that CONTRACTOR is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of CONTRACTOR as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

16. AUDITORS

Notwithstanding other Sections herein, CONTRACTOR shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of CONTRACTOR which relate to this contract. Such audit may be commenced at any reasonable time. CONTRACTOR agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that CONTRACTOR delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, CONTRACTOR agrees to be liable for all reasonable



attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation

17. DISCRIMINATION CLAUSE

CONTRACTOR agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. CONTRACTOR agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by CONTRACTOR, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. CONTRACTOR agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. CONTRACTOR warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that CONTRACTOR's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

18. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the CONTRACTOR shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the CONTRACTOR arising from the performance of its services under this agreement. The CONTRACTOR shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B. CONTRACTOR hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. CONTRACTOR agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. CONTRACTOR agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax



WITNESSES

Title: Parish President
Ascension Parish Government
Date:

WITNESSES

Title:
Date:



PART 2 - GENERAL CONDITIONS

PART 2 - ARTICLE 1: DEFINITIONS AND TERMINOLOGY

1.1 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of



Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.3 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed



thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.



35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.



47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.2 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to



assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.4 or 14.5).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.



PART 2 - ARTICLE 2: PRELIMINARY MATTERS

2.1 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.2 Copies of Documents

- A. Owner shall furnish to Contractor up to 3 printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.3 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

2.4 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.5 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides



the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.6 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.5.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.7 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.5.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.



PART2: ARTICLE 3: CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.2 *Reference Standards*

- D. Standards, Specifications, Codes, Laws, and Regulations
 - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.3 *Reporting and Resolving Discrepancies*

E. Reporting Discrepancies:

- 1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field



measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

F. *Resolving Discrepancies:*

- 1 Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.4 *Amending and Supplementing Contract Documents*

- G. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- H. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of



Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.5 *Reuse of Documents*

I. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- J. The prohibitions of this Paragraph 3.5 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.6 *Electronic Data*

- K. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- L. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- M. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.



PART 2 - ARTICLE 4: AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.1 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.5.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including,



but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.3 *Differing Subsurface or Physical Conditions*

4.3.1 *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

4.3.1.1 is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.2 is materially inaccurate; or

4.3.1.2 is of such a nature as to require a change in the Contract Documents; or

4.3.1.3 differs materially from that shown or indicated in the Contract Documents; or

4.3.1.4 is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.3.2 *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.3.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

4.3.3 *Possible Price and Times Adjustments:*

4.3.3.1 The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.3.A; and



- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.7 and 11.3.

4.3.3.2 Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- b. Contractor failed to give the written notice as required by Paragraph 4.3.A.

4.3.3.3 If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.4 *Underground Facilities*

4.4.1 *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.4.1.1 Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

4.4.1.2 the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data;
- b. locating all Underground Facilities shown or indicated in the Contract Documents;



- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

4.4.2 *Not Shown or Indicated:*

4.4.2.1 If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

4.4.2.2 If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.5.

4.5 *Reference Points*

4.5.1 Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.6 *Hazardous Environmental Condition at Site*

4.6.1 *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings



known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

- 4.6.2 *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
- 4.6.2.1 the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 4.6.2.2 any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- 4.6.3 Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- 4.6.4 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.6.E.
- 4.6.5 Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or



Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.5.

- 4.6.6 If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.5. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- 4.6.7 To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.6.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- 4.6.8 The provisions of Paragraphs 4.2, 4.3, and 4.4 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.



PART 2 - ARTICLE 5: BONDS AND INSURANCE

5.1 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.7, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents. All bonds must be countersigned by a resident agent of the State in which the Project is done.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.1.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.1.B and 5.2.

5.2 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.3 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.



- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.4 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - 5. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - 6. by any other person for any other reason;
 - 7. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and



8. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.4 shall:
1. with respect to insurance required by Paragraphs 5.4.A.3 through 5.4.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.7; and
 6. include completed operations coverage.
- C. The limits of liability for the insurance required by Paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs 5.4.A.1 and A.2 of the General Conditions:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: Statutory



2. Contractor’s General Liability under Paragraphs 5.4.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$500,000
- b. Products Completed Operations Aggregate \$500,000
- c. Personal and Advertising Injury \$500,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$500,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable
- f. Excess or Umbrella Liability General Aggregate \$1,000,000
- Each Occurrence \$500,000

3. Automobile Liability under Paragraph 5.4.A.6 of the General Conditions:

- a. Bodily Injury:
 - Each person \$500,000
 - Each Accident \$500,000
- b. Property Damage:
 - Each Accident \$500,000 or
 - Combined Single Limit of \$500,000

4. The Contractual Liability coverage required by Paragraph 5.4.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each person \$100,000
 - Each Accident \$300,000
- b. Property Damage:
 - Each Accident \$300,000

D. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.5 *Owner’s Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.4, Owner, at Owner’s option, may purchase and maintain at Owner’s expense Owner’s own liability insurance as will protect Owner against claims which may arise from operations



under the Contract Documents.

5.6 *Property Insurance*

- A. Contractor shall purchase and maintain property insurance upon Work at the Sites in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants, and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup;
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
 8. comply with the requirements of Paragraph 5.6C of the general Conditions.
- B. Contractor shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable



interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.6 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.7.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.6, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.7 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.6 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insurers or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.



- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.5, after Substantial Completion pursuant to Paragraph 14.4, or after final payment pursuant to Paragraph 14.7.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.7.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.8 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.6 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.8.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.9 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other



party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.1.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.5, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.6 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.



PART 2 - ARTICLE 6: CONTRACTOR'S RESPONSIBILITIES

6.1 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.2 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.3 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.



- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.4 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.7 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.7) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.5 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.5.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;



and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times;
and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.5.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.5.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,



- b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.5.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.5.A and 6.5.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.5.A.2 and 6.5.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each



proposed substitute.

- F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.6 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.



- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.6, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.
- H. Owner may furnish to any Subcontractor or Supplier, to the extent practical, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

6.7 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out



of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.8 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.9 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.3.

- B. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the



amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.



D. *Loading Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall *maintain* in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.



- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.7.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval



in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.7). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.



2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*



- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners,



employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- B. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared



by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.



PART 2 - ARTICLE 7: OTHER WORK AT THE SITE

7.1 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.5.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.2 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination



of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.3 *Legal Relationships*

- A. Paragraphs 7.1.A and 7.2 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.1.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.



PART 2 - ARTICLE 8: OWNER'S RESPONSIBILITIES

8.1 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.2 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.3 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.4 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.2.C and 14.7.C.

8.5 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.5. Paragraph 4.2 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.6 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.7 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.3.

8.8 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.3.B.

8.9 *Limitations on Owner's Responsibilities*



- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.6.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.



PART 2 - ARTICLE 9: ENGINEER'S STATUS DURING CONSTRUCTION

9.1 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.2 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.9. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.3 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.9. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.
- B. The Resident Project Representative (RPR) will be Owner's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with



Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct onsite observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the



Contract Documents.

- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. *Inspections, Tests, and System Startups:*
- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
9. *Records:*
- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - b. Maintain records for use in preparing Project documentation.
10. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment



requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
13. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.



7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

9.4 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.5.

9.5 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.4, whether or not the Work is fabricated, installed, or completed.

9.6 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.7 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual



conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.5.

9.8 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.5.B.

- B. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.5.
- C. When functioning as interpreter and judge under this Paragraph 9.8, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.9 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.



- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.7.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.9 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.



PART 2 - ARTICLE 10: CHANGES IN THE WORK; CLAIMS

10.1 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.5.

10.2 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.4, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.4.D.

10.3 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.1.A, (ii) required because of acceptance of defective Work under Paragraph 13.8.A or Owner's correction of defective Work under Paragraph 13.9, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.5; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.4 *Notification to Surety*



- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.5 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.9, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.1.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.2.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.



- E. Engineer's written action under Paragraph 10.5.C or denial pursuant to Paragraphs 10.5.C.3 or 10.5.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.5.



PART 2 - ARTICLE 11: COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.1 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.1.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.1.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.



4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.6.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.



- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.1.A.1 or specifically covered by Paragraph 11.1.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.1.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.1.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.1.A and 11.1.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.2 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such



sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to *final* payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.3 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.7.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the Bid price of a particular item of Unit Price Work amounts to 25% percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 10% percent from the estimated quantity of such item indicated in the Agreement; and



2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.



PART 2 - ARTICLE 12: CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.1 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.5.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.3); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.1.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.1.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.1.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.1.A.1 and 11.1.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.1.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.1.C.2.a and 12.1.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.1.A.1 and 11.1.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next



lower tier Subcontractor, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.1.A.4, 11.1.A.5, and 11.1.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.1.C.2.a through 12.1.C.2.e.

12.2 *Change of Contract Times*

- a. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.5.
- b. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.3 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.2.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.



- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.3.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.



PART 2 - ARTICLE 13: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.2 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.3 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. For inspections, tests, or approvals covered by Paragraphs 13.3.C and 13.3.D below;
 - 2. Costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.4.B shall be paid as provided in Paragraph 13.4.C; and
 - 3. For **Failed** tests or Laboratory callouts when the Contractor is not ready; and
 - 4. As otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in



connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.3.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.4 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.5.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.5.

13.5 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however,



this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.6 *Correction or Removal of Defective Work*

Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

When correcting defective Work under the terms of this Paragraph 13.6 or Paragraph 13.7, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.7 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.



- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.7, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.7 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.7 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.8 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.5. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.9 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.6.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.9, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances,



construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.9 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.5. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.9.



PART 2 - ARTICLE 14: PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.7.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.2 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment



will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.7, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.



5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.2.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.2.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.2.B.5.a through 14.2.B.5.c or Paragraph 15.2.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer)



stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.2.C.1 and subject to interest as provided in the Agreement.

14.3 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.4 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties



and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.5 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.4.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.6 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is



complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.7 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.4.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.7.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is



satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.9. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.8 *Final Completion Delayed*

If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.9 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.6, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.



PART 2 - ARTICLE 15: SUSPENSION OF WORK AND TERMINATION

15.1 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.5.

15.2 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.7 as adjusted from time to time pursuant to Paragraph 6.4);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.2.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.2.B, Contractor shall not be entitled to receive



any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.2.B and 15.2.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.1.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.2.B and 15.2.C.

15.3 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.



- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.4 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.3.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.4 are not intended to preclude Contractor from making a Claim under Paragraph 10.5 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.



PART 2 - ARTICLE 16: DISPUTE RESOLUTION

16.1 Any and all disputes that arise out of the performance of this Contract shall litigated in the 23rd Judicial District Court in and for the Parish of Ascension. Any reference to arbitration in any Contract Documents is hereby expressly waived and deleted.



PART 2 - ARTICLE 17: MISCELLANEOUS

17.1 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.3 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.4 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.5 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.6 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

PART 3 - BID FORMS

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Ascension Parish Government
P. O. Box 2392
Gonzales, Louisiana 70707

BID FOR: RODDY ROAD WIDENING: LA 935 - LA 621
Clearing and Grubbing
MA-17-01-A

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Paul Olivier, P.E. and dated: October 2019.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218(A) is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Ascension Parish Government
42077 Churchpoint Road
Gonzales, Louisiana 70737

BID FOR: RODDY ROAD WIDENING: LA 935 - LA 621 Clearing and
Grubbing
MA-17-01-A

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	CLEARING AND GRUBBING (EST. 11.63 ACRES)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
201-01-00100	1	LUMP		

DESCRIPTION:	REMOVAL OF STRUCTURES AND OBSTRUCTIONS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
202-01-00100	1	LUMP		

DESCRIPTION:	REMOVAL OF FENCE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
202-02-12000	2,647	LNFT		

DESCRIPTION:	EMBANKMENT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
203-03-00100	500	CUYD		

DESCRIPTION:	TEMPORARY HAY BALES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
204-02-00100	144	EACH		

DESCRIPTION:	TEMPORARY SEDIMENT CHECK DAMS (HAY)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
204-05-00100	30	EACH		

DESCRIPTION:	TEMPORARY SILT FENCE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
204-06-00100	13,594	LNFT		

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Ascension Parish Government
 42077 Churchpoint Road
 Gonzales, Louisiana 70737

BID FOR: RODDY ROAD WIDENING: LA 935 - LA 621 Clearing and
 Grubbing
 MA-17-01-A

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	BARBED WIRE FENCE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
705-01-00100	1,794	LNFT		

DESCRIPTION:	SINGLE SWINGING DRIVEWAY GATES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
705-04-00100	3	EACH		

DESCRIPTION:	CHAIN LINK FENCE (6-FOOT HEIGHT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
705-06-00300	131	LNFT		

DESCRIPTION:	CHAIN LINK FENCE (7-FOOT HEIGHT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
705-06-00400	75	LNFT		

DESCRIPTION:	CHAIN LINK FENCE (8-FOOT HEIGHT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
705-06-00500	77	LNFT		

DESCRIPTION:	6-FOOT DOUBLE GATES FOR CHAIN LINK FENCE (7-FOOT HEIGHT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
705-08-02060	1	EACH		

DESCRIPTION:	8-FOOT DOUBLE GATES FOR CHAIN LINK FENCE (7-FOOT HEIGHT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
705-08-03060	2	EACH		

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Ascension Parish Government
 42077 Churchpoint Road
 Gonzales, Louisiana 70737

BID FOR: RODDY ROAD WIDENING: LA 935 - LA 621 Clearing and
 Grubbing
 MA-17-01-A

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	TEMPORARY SIGNS AND BARRICADES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
713-01-00100	1	LUMP		

DESCRIPTION:	MOBILIZATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
727-01-00100	1	LUMP		

DESCRIPTION:	HYDRO-SEEDING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
739-01-00100	11.63	ACRES		

DESCRIPTION:	CONSTRUCTION LAYOUT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
740-01-00100	1	LUMP		

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner



BID BOND FORM

FOR

RODDY ROAD WIDENING: LA 935 - LA 621 CLEARING AND GRUBBING
MA-17-01-A

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and, _____ as Surety, are held and firmly bound unto the _____ (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting his proposal to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT(SEAL)



NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF ASCENSION

BEFORE ME, the undersigned authority, personally came and appeared _____, who after being by me duly sworn, deposed and said that he is the full authorized _____ of _____ (hereinafter referred to as Architect) the party who submitted a Statement of Qualifications (SOQ) for _____, which was received by Ascension by _____ and sad affiant further said:

- A. That Architect employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Architect whose services in connection with the design/construction of the public building or project or in securing the public contract were in the regular course of their duties for the Architect; and
- B. That no part of the contract price received by Architect was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Architect whose services in connection with the design/construction of the public building or project were in the regular course of their duties for the Architect.
- C. Said Statement of Qualifications (SOQ) is genuine and the Architect has not colluded, conspired or agreed directly or indirectly with any other firms to offer a sham or collusive SOQ.
- D. Said Architect has not in any manner directly or indirectly agreed with any other person to fix the price of affiant or any other proposer, or to fix any overhead profit or cost element of said price, or that of any other proposer, or to induce any other person to refrain from responding to the RFQ.
- E. Said Statement of Qualifications is not intended to secure an unfair advantage of benefit from Ascension Parish or in favor of any person interested in the proposed contract.
- F. All statements contained in said Statement of Qualifications are true and correct.
- G. Neither affiant nor any member of his company has divulged information regarding said SOQ or any data relative thereto to any other person, firm or corporation.

SWORN TO AND SUBSCRIBED

Signed:

BEFORE ME THIS _____
DAY OF _____, 20____

Title

NOTARY PUBLIC



RESOLUTION AUTHORIZING SUBMISSION OF BID, SIGNATURE OF BID AND SIGNATURE OF CONTRACT

BE IT RESOLVED by the Board of Directors of _____ Corporation organized and existing under the laws of the State of _____, and domiciled in the City of _____, that _____ President of the Corporation and/or _____ of the Corporation, be and are hereby authorized and empowered to submit bids and to execute any and all contracts of whatever kind on behalf of the Corporation and to do all things necessary in the premise's.

CERTIFICATE

I, _____, Secretary of _____ do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said Corporation at a meeting thereof legally held on the _____ day of _____, 20_____, that said resolution is duly entered into the records of said Corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Corporation this _____ day of _____, 20_____.

SECRETARY



PERFORMANCE BOND

_____ as Principal, and _____ a surety company or companies authorized to do business in Louisiana, as Surety, are bound, in solido, unto _____ an unto all subcontractors, workmen, and finishers of materials and equipment, jointly in the sum of _____ dollars (\$_____).

Payable and lawful money of the United States, and to this bond do obligate their heirs, successors and assigns. In the case of co-sureties, co-sureties assume and obligation in the sum of _____ dollars (\$_____).

For _____ and _____ dollars (\$_____).

The consideration for this bond is such, that if the Principal shall perform this contract, made and entered into on the _____ day of _____, 20_____, to construct the project entitled:

RODDY ROAD WIDENING: LA 935 - LA 621 CLEARING AND GRUBBING, MA-17-01-A, consisting of clearing and grubbing operations according to the stipulations in said contract attached hereto and made a part thereof, at the time and in the manner and for specified; perform all labor and work; and shall furnish all materials as specified in said contract, and the drawings and specifications thereto attached and made a part thereof, this obligation shall be void; otherwise to remain in effect.



It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10.

In faith whereof, we have subscribed this obligation at _____, Louisiana.

Witness our hands and seals, this _____ day of _____, 20_____.

WITNESSES

_____		_____	Principal
_____	By	_____	
_____		_____	(Typed or Printed Name)
_____		_____	First Surety
_____	By	_____	
_____		_____	Attorney in Fact
_____		_____	(Typed or Printed Name)
_____		_____	Second Surety
_____	By	_____	
_____		_____	Attorney in Fact
_____		_____	(Typed or Printed Name)



I certify that I am as of the date of this bond a licensed Resident Agent of Louisiana in good standing with the Louisiana Insurance Commission and authorized to countersign this bond on behalf of the Surety of Sureties.

First Surety

Second Surety

By _____

By _____

(Typed or Printed Name)

Address

Address



PAYMENT BOND FORM

_____ as Principal, and

a surety company or companies authorized to do business in Louisiana, as Surety, are

bound, in solido, unto _____

_____ and unto all subcontractors, workmen, and furnishers of materials and equipment, jointly

in the sum of _____

_____ Dollars (\$_____).

Payable in lawful money of the United States, and to this bond do obligate their heirs, successors and assigns. In the case of co-sureties, co-sureties assume an obligation in the sum of

_____ Dollars (\$_____).

For _____ and

_____ Dollars (\$_____).

The consideration for this bond is such, that if the Principal shall perform this contract, made and entered into on the _____ day of _____,

20_____, To construct the project entitled:

**[RODDY ROAD WIDENING: LA 935 - LA 621
CLEARING AND GRUBBING]**

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10.



Witness our hands and seals, this _____ day of _____, 20_____.

Witnesses

Principal

By _____

Typed or Printed Name

First Surety

By _____ (Seal)

Attorney-in-Fact

Typed or Printed Name Second

Surety

By _____ (Seal)

Attorney-in-Fact

Typed or Printed Name

I certify that I am as of the date of this bond a licensed Resident Agent of Louisiana in good standing with the Louisiana Insurance Commission and authorized to countersign this bond on behalf of the Surety of Sureties.

First Surety

Second Surety

By _____ By _____

Typed or Printed Name

Address

Address



HOLD HARMLESS AGREEMENT

OWNER: PARISH OF ASCENSION
P. O. BOX 1659
GONZALES, LOUISIANA 70707-1659

ENGINEER: T. BAKER SMITH, LLC
17534 OLD JEFFERSON HWY D1
PRAIRIEVILLE, LA 70769

The Contractor shall indemnify and hold harmless the Owner and the Engineers and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom: and (b) is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Engineers, or any of their agents or employees by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Agreement shall not extend to the liability of the Engineers, their agents or employees arising out of. (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications: or (2) the giving of or the failure to give directions or instructions by the Engineers, their agents or employees provided such giving or failure to give its primary cause of the injury or damage.

CONTRACTOR

By: _____

WITNESSES



PART 4 - CONTRACT FORMS

NOTICE OF AWARD

Date of Award: _____

To: _____

Address: _____

PROJECT: RODDY ROAD WIDENING: LA 935 - LA 621
CLEARING AND GRUBBING

Owner’s Contract Number:

Engineer’s Project Number: MA-17-01-A

Contract for: RODDY ROAD WIDENING: LA 935 - LA 621
CLEARING AND GRUBBING, MA-17-01-A

FISCAL YEAR 2019

ASCENSION PARISH

You are hereby notified that your Bid dated _____ for the above contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for: RODDY ROAD WIDENING: LA 935 - LA 621 CLEARING AND GRUBBING, MA-17-01-A (FISCAL YEAR 2019 ASCENSION PARISH).

The Contract Price of your Contract is:

_____ Copies of each of the proposed Contracts accompany this Notice of Award

_____ Sets of the complete Contract Documents, including Drawings, will be delivered separate during the Preconstruction Conference or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, this is by:

- H. You must deliver to the Owner four (4) fully executed counterparts of the proposed Contract, including the Agreement. Each copy of the Contract must bear your signature on all signatory lines within the Agreement.
- I. You must deliver with the executed Agreement, the Contract Security (Bonds) as specified in the Instructions to Bidders (Division 0—Article 2) and General Conditions (Division 1—Article 5).



- J. You must deliver with the executed Agreement, Certificate of Insurance including certificates verifying additional insurers as required in the General Conditions (Division 1—Article 5).
- K. Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award, and to declare your Bid Security forfeited.
- L. Within ten (10) days after you comply with the above conditions, the Owner will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

PARISH OF ASCENSION

By: _____
(Authorized Signature)

(Title)

ACCEPTANCE OF AWARD

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)



NOTICE TO PROCEED

TO: _____

ADDRESS: _____

PROJECT: RODDY ROAD WIDENING: LA 935 - LA 621)
CLEARING AND GRUBBING, MA-17-01-A

Owner's Contract Number:

Engineer's Project Number: MA-17-01-A

Contract for: RODDY ROAD WIDENING: LA 935 - LA 621 CLEARING AND GRUBBING,
MA-17-01-A

FISCAL YEAR 2019

ASCENSION PARISH

You are notified that the Contract Times under the above Contract will commence to run on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Paragraph 3 of the Agreement, the dates of Substantial Completion and completion and readiness for Final Payment are:

_____ and _____

Before you may start any Work at the site, Article 2.1 of the General Conditions provides that you and the Owner must each deliver to the other (with copies to the Engineer) and other identified additional insurers) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site you must notify Owner/Engineer of Start Date.

PARISH OF ASCENSION

By: _____

(Authorized Signature)

(Title)



ACKNOWLEDGED:

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)



APPLICATION FOR PAYMENT

NO.: _____

TO: _____

PROJECT: RODDY ROAD WIDENING: LA 935 - LA 621)
CLEARING AND GRUBBING, MA-17-01-A

Owner's Contract Number:

Engineer's Project Number: MA-17-01-A

Contract for: RODDY ROAD WIDENING: LA 935 - LA 621 CLEARING AND GRUBBING,
MA-17-01-A

FISCAL YEAR 2019

ASCENSION PARISH

For work accomplished through the date of:

ITEM	CONTRACTOR'S SCHEDULE OF			WORK COMPLETED	
	UNIT PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
ITEM	\$0.00	0	\$0.00	0	\$0.00
ITEM	\$0.00	0	\$0.00	0	\$0.00
ITEM	\$0.00	0	\$0.00	0	\$0.00
ITEM	\$0.00	0	\$0.00	0	\$0.00
ITEM	\$0.00	0	\$0.00	0	\$0.00
ITEM	\$0.00	0	\$0.00	0	\$0.00
ITEM	\$0.00	0	\$0.00	0	\$0.00
TOTALS:			\$0.00		\$0.00

Accompanying Documents Gross Amount Due: \$ _____

Less X% Retainage \$ _____

Amount Due to Date: \$ _____

Less Previous Payments: \$ _____

Amount Due This Application: \$ _____



CONTRACTOR CERTIFICATION:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered _____ through _____ inclusive; (2) title to all Work materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER ant the time payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptance to Owner indemnifying Owner against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

DATED: _____

CONTRACTOR

By: _____
(Authorized Signature)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

DATED: _____

ENGINEER

By: _____
(Authorized Signature)



WORK CHANGE DIRECTIVE

NO.: _____

PROJECT: RODDY ROAD WIDENING: LA 935 - LA 621
CLEARING AND GRUBBING, MA-17-01-A

DATE OF ISSUANCE:

EFFECTIVE DATE:

OWNER: PARISH OF ASCENSION

OWNER'S CONTRACT NO.:

ENGINEER: T. BAKER SMITH, LLC

ENGINEER CONTRACT NO.:

CONTRACTOR:

You are directed to make the following changes in the Contract Documents:

DESCRIPTION:

PURPOSE OF WORK DIRECTIVE:

ATTACHMENTS (List documents supporting changes):

If a claim is made that the above change(s) have affected the Contract Price or Contract Times, any claim for a change order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

_____ Unit Prices

_____ Lump Sum

_____ Other: _____



Method of determining change in Contract Time:

_____ Contractor's Records

_____ Engineer's Records

_____ Other _____

NET TO CONTRACT AMOUNT:
\$ _____

NET TO CONTRACT TIME: _____ days

NEW DATE OF COMPLETION:

If the change involves an increase in Contract Price or Contract Times, the estimated amount is not to be exceeded without further authorization.

RECOMMENDED: By: _____
Date: _____
ENGINEER (Authorized Signature)

APPROVED: By: _____
Date: _____
OWNER (Authorized Signature)

ACCEPTED: By: _____
Date: _____
CONTRACTOR (Authorized Signature)



CHANGE ORDER

CHANGE ORDER NO.: _____

PROJECT: RODDY ROAD WIDENING: LA 935 - LA 621 CLEARING AND GRUBBING,
MA-17-01-A

DATE OF ISSUANCE:

EFFECTIVE DATE:

OWNER: PARISH OF ASCENSION

OWNER'S CONTRACT NO.:

ENGINEER: T. BAKER SMITH, LLC

ENGINEER CONTRACT NO.:

CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes in the work required by the Contract except as herein stipulated and agreed.

DESCRIPTION:

SPECIFICATIONS:

TIME:

SCOPE AND JUSTIFICATION OF CHANGES:

ITEM NO.	ITEM	UNIT PRICE	CHANGE		CURRENT QUANTITY	REVISED QUANTITY	% CHANGE
			QUANT.	AMOUNT			
000-00-000	ITEM DESCRIPTION	\$		\$			\$



STATEMENT OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT: \$

PREVIOUS ADDITIONS: \$

PREVIOUS DEDUCTIONS: \$

NET CONTRACT AMOUNT PRIOR TO THIS CHANGE: \$

AMOUNT OF THIS CHANGE: \$

CONTRACT AMOUNT TO DATE: \$

NET TO CONTRACT TIME: _____ days

NEW DATE OF COMPLETION:

CONTRACTOR’S PROPOSAL FOR THE ABOVE DESCRIBED CHANGES

I/We hereby agree to the modification of the Contract as described above and agree to furnish all materials, equipment and labor necessary to perform all work in connection therewith in accordance with the requirements for similar work in the existing Contract except as otherwise stipulated herein, for the following consideration.

PROPOSED: By: _____
Date: _____
CONTRACTOR (Authorized Signature)

RECOMMENDED: By: _____
Date: _____
ENGINEER (Authorized Signature)

APPROVED: By: _____
Date: _____
ASCENSION PARISH GOVERNMENT
(Authorized Signature)

APPROVED: By: _____
Date: _____
PARISH PRESIDENT (Authorized Signature)



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: RODDY ROAD WIDENING: LA 935 - LA 621
CLEARING AND GRUBBING, MA-17-01-A

OWNER: PARISH OF ASCENSION

OWNER'S CONTRACT NO.:

ENGINEER: T. BAKER SMITH, LLC

ENGINEER CONTRACT NO.:

CONTRACTOR:

This [TENTATIVE]/[DEFINITIVE] Certificate of Substantial Completion applies to:

_____ All Work under the Contract Documents.

-OR-

_____ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A [TENTATIVE]/[DEFINITIVE] list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

_____ Amended Responsibilities _____ Not Amended Responsibilities

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate of Substantial Completion:



This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents:

EXECUTED: By: _____
Date: _____

ENGINEER
(Authorized Signature)

ACCEPTED: By: _____
Date: _____

CONTRACTOR
(Authorized Signature)

ACCEPTED: By: _____
Date: _____

OWNER
(Authorized Signature)



TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS TO THE CONSTRUCTION CONTRACT



Technical Specifications

The Technical Specifications for this project shall consist of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition (LSSRB), State of Louisiana, Department of Transportation and Development, Baton Rouge, Louisiana. The unit price pay items included in this project are numbered in accordance with the 2016 Edition of the Louisiana Department of Transportation and Development Standard Specifications for Roads and Bridges and all work included in these pay items shall be constructed in strict conformance with the appropriate Sections, Sub-sections, and references made within the LSSRB including any current revisions to which as published by the Louisiana Department of Transportation and Development and/or as modified, supplemented, or added to which herein.

Specifications including materials, equipment, prosecution of the work, payment, procedures, testing, sampling, quality assurance, and quality control items shall conform to the LSSRB and the latest revised Supplemental Specifications to which unless explicitly amended the Special Provisions. All materials supplied shall be listed on and comply with the latest revised Approved Materials List maintained by the Louisiana Department of Transportation and Development at the time of bidding, unless otherwise noted. Payment and measurement will be based on the item and unit measure specified in the LSSRB, or as amended otherwise within this document.

Special Provisions

These Special Provisions amend or supplement the Louisiana Standard Specifications for Roads and Bridges, State of Louisiana Department of Transportation and Development, 2016 Edition. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Special Provisions have the meanings stated in the Louisiana Standard Specifications for Roads and Bridges. Additional terms used in these Special Provisions have the meanings stated below, which are applicable to both the singular and plural thereof.

Any wording in the above noted Louisiana Standard Specifications for Roads and Bridges, 2016 Edition (LSSRB) as may refer to the Governor, State, State Highway Department, Department, Director, Owner, or similar references to other personnel or to sections, departments, and agencies included thereof shall be deemed to read "Ascension Parish Government" and its authorized personnel, agents, departments and sections.

Any wording in the above noted Louisiana Standard Specifications for Roads and Bridges, 2016 Edition (LSSRB) as may refer to the Engineer, Project Engineer, Chief Engineer, or similar references to similar personnel or to sections under the direction thereof shall be deemed to read "T. Baker Smith, LLC" and its authorized personnel and agents.

Any discrepancy, in whole or in part, between the Sections and/or Subsections not listed above, which are said to remain in full effect, and Sections A thru F included in this document shall be resolved as follows:



- (1) In accordance with applicable Local, State, or Federal laws
- (2) In the best interest of the Owner as determined by the Owner and/or Engineer
- (3) In accordance with the provisions stated with Sections A thru F of this document
- (4) In accordance with the Engineer's recommendation

The following Sections and/or Subsections of the LSSRB have been deleted and the contents thereof are considered to be replaced and/or amended by the applicable parts of Sections A thru F of this document. Any Section of Subsection of the LSSRB not specifically listed below shall be considered to apply in full force as written in the LSSRB or as amended by the latest revised Supplemental Specifications to which as published by the LADOTD. The address system used in these Special Provisions is the same as the address system used in the Louisiana Standard Specification for Roads and Bridges, with the prefix "SC" added thereto.

SC-SECTION 102.03-04	Delete entire section.
SC-SECTION 102.06-13	Delete entire section.
SC-SECTION 103.02-08	Delete entire section.
SC-SECTION 104.02-05	Delete entire section.
SC-SECTION 105.17-19	Delete entire section.
SC-SECTION 106.02	Delete entire section.
SC-SECTION 106.05	Delete entire section.
SC-SECTION 107.02	Delete entire section.
SC-SECTION 107.13-14	Delete PART 1 – GENERAL PROVISIONS in its entirety except for Sections 109 “Measurement and Payment”, 107.13 “Forest Protection”, and 107.14 “Environmental Protection”. Replace with General Conditions included in these documents herewith.
SC-SECTION 108.01	Delete entire section.
SC-SECTION 108.03-04	Delete entire section.
SC-SECTION 108.07-11	Delete entire section.
SC-SECTION 109.03-08	Delete entire section.
SC-SECTION 201.04	A. Delete second Paragraph in its entirety.



- SC-SECTION 202.01 Delete last line in Paragraph 4 “If structures or obstructions are encountered which differ materially from those ordinarily encountered, the provision of 105.18 shall apply.”.
- SC-SECTION 202.02 A. Delete eighth line in first Paragraph “When no storage sites are specified, deliver salvaged materials to the nearest DOTD maintenance unit.”
- B. Delete second Paragraph in its entirety and replace with “If any fuel storage tanks or other environmentally sensitive or contaminated sites are located during construction, stop construction activity in the immediate vicinity of the environmentally sensitive or contaminated site and notify the Project Engineer.”
- C. Delete last Paragraph in its entirety.
- SC-SECTION 202.03.3 Delete last Paragraph in its entirety.
- SC-SECTION 202.05 Delete in its entirety, and replace with the following “When removal or remediation of any environmentally sensitive or contaminated sites is required during construction, coordinate construction operations with the Project Engineer.”.
- SC-SECTION 202.05.1 Delete first Paragraph its entirety and replace with “When information is available, the plans will indicate which structures contain friable or non-friable asbestos. If a structure is identified to have asbestos, and is not shown on the plans, the Contractor should notify the Project Engineer. If asbestos removal is identified, a certified asbestos abatement contractor shall be used. Also, the Contractor shall notify the Department of Environmental Quality (DEQ), Air Quality Division, and follow all state requirements. The Contractor shall maintain and furnish all records pertaining to the disposal of the asbestos containing material within 21 calendar days of the material being removed from the site for disposal. Asbestos-containing materials in structures that are removed or relocated without disturbing asbestos will not be abated. Contractor shall provide a release to the Engineer.”.
- SC-SECTION 202.03.3 A. Delete first sentence in the first Paragraph in its entirety and replace with “Before removal, underground fuel tanks will be registered with the DEQ by the Contractor as abandoned underground storage tanks.”
- B. Delete third sentence in first Paragraph in its entirety.



C. Delete fifth and six sentences in first Paragraph in its entirety and replace with "Submit closure test results, all documentation, and all necessary forms to the Engineer. The Contractor and/or the certified UST subcontractor shall be responsible for all contact and/or coordination with DEQ."

D. Delete third sentence in third Paragraph in its entirety.

E. Delete last sentence in third Paragraph in its entirety and replace with "Contract shall provide a copy of all laboratory analysis to the Engineer for verification prior to profiling materials for landfill acceptance."

SC-SECTION 202.05.3

A. Delete "or as directed by the Materials and Testing Section" in the last sentence of the first Paragraph.

B. Delete last sentence in Paragraph 4 in its entirety.

SC-SECTION 202.05.4

A. Delete second and fifth Paragraphs in their entirety.

SC-SECTION 202.05.5

A. Delete fourth Paragraph in its entirety and replace with "The Contractor will be responsible for obtaining an approved disposal site, arranging for transporting the material and/all testing required."

B. Delete "to the Department" at the end of Paragraph 5.

SC-SECTION 202.05.6

Delete "Department" where indicated and replace with "Engineer"

SC-SECTION 202.08

A. Delete last sentence of item 3 in Paragraph 5.

B. Delete fifth sentence in Paragraph 9.

GENERAL NOTES:

- GENERAL NOTES ARE INTENDED TO AUGMENT THE DRAWINGS AND SPECIFICATIONS. SHOULD CONFLICTS BETWEEN DRAWINGS AND SPECIFICATIONS EXIST, THE STRICTEST PROVISION SHALL PREVAIL. ANY SPECIFICATION, STANDARD, OR NOTE NOT MENTIONED IN EITHER THE SPECIFICATIONS OR DRAWINGS IS ASSUMED TO BE IN BOTH DOCUMENTS.
- CONTRACTOR HAS RESPONSIBILITY TO FOLLOW ALL APPLICABLE OSHA SAFETY AND OTHER REGULATORY CODES/REGULATIONS DURING ALL PHASES OF CONSTRUCTION ESPECIALLY WHEN WORKING NEAR POWER LINES AND DURING EXCAVATION ACTIVITIES.
- CONTRACTOR SHALL CONFORM TO ALL LOCAL, STATE, AND FEDERAL PERMITS THAT HAVE BEEN ISSUED.
- CONTRACTOR IS RESPONSIBLE FOR ALL OF HIS OFFICE, TOILET, AND UTILITY SERVICES. OWNER FACILITIES CANNOT BE USED.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, UTILITIES, EXISTING ELEVATIONS, AND PROPERTY LIMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, PERFORM ANY ADDITIONAL EXAMINATIONS, INVESTIGATIONS, EXPLORATIONS, TESTS AND STUDIES, AND OBTAIN ANY ADDITIONAL INFORMATION AND DATA WHICH PERTAIN TO THE PHYSICAL CONDITIONS (SURFACE, SUBSURFACE AND UNDERGROUND FACILITIES) AT OR CONTIGUOUS TO THE SITE OR OTHERWISE WHICH MAY AFFECT COST, PROGRESS, PERFORMANCE, OR BID PRICE. FAILURE TO DO SO SHALL EXCLUDE CONTRACTOR FROM ADDITIONAL CLAIMS.
- ALL AREAS DISTURBED BY THE CONTRACTOR, HIS WORKERS, OR SUBCONTRACTORS, SHALL BE RETURNED TO PRE-CONSTRUCTION APPEARANCE. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RE-SEEDDED WITH SIMILAR TURF UPON COMPLETION OF ACTIVITIES. SUFFICIENT PRE-CONSTRUCTION PHOTOS OF ADJACENT ROADS, PROPERTIES, FACILITIES, UTILITIES AND SERVITUDES ARE TO BE FILED WITH THE OWNER AND ENGINEER DEPICTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- CONTRACTOR WILL BE RESPONSIBLE FOR REGULAR CLEAN UP OF THE CONSTRUCTION AREA AND PROPER DISPOSAL OF ANY DEBRIS/MATERIAL REMOVED FROM THE SITE. AT A MINIMUM, CLEAN UP SHALL BE PERFORMED WEEKLY.
- ANY DISCREPANCIES DISCOVERED ON THE PLANS OR DRAWINGS, OR BETWEEN THE PLANS AND DRAWINGS, SHALL BE REPORTED TO THE ENGINEER BEFORE ANY WORK BEGINS. FAILURE TO DO SO MAY RESULT IN THE REMOVAL OF RECENT WORK AT NO ADDITIONAL COST TO OWNER.
- CONTRACTOR SHALL TAKE REASONABLE MEASURES TO AVOID UNNECESSARY NOISE LEVELS ABOVE WHAT IS APPROPRIATE FOR THE CONSTRUCTION SITE AND SURROUNDING AREA.
- CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PREVENT UNNECESSARY DUST FROM LEAVING THE CONSTRUCTION SITE.
- CONTRACTOR SHALL PROTECT ADJACENT PROPERTY AND IMPROVEMENTS FROM DAMAGE AND REPLACE ANY PORTIONS DAMAGED THROUGH HIS OPERATION AT HIS OWN COST. ALL REPAIR WORK SHALL SUBJECT TO APPROVAL OF THE ENGINEER AND OWNER.

DRAINAGE NOTES:

- PROPER DRAINAGE OF THE CONSTRUCTION SITE MUST BE MAINTAINED AT ALL TIMES.
- CONTRACTOR SHALL NOT BLOCK OR RESTRICT ANY PARISH DRAINAGE STRUCTURE OR CANAL. IF THE PROJECT REQUIRES THE USE OF TEMPORARY BLOCKING (COFFERDAM) FOR LOCAL DE-WATERING, IT MUST BE CONSTRUCTED IN A FASHION THAT IT WILL BE SELF-DISPLACED IF A RAIN EVENT HAPPENS IN EITHER ON OR OFF WORK HOURS. A DE-WATERING PLAN SHALL BE SUBMITTED TO THE ENGINEER AND OWNER PRIOR TO CONSTRUCTION. CONTRACTOR IS ALSO RESPONSIBLE FOR REMOVING ALL EQUIPMENT ENGINEER WILL BE RESPONSIBLE FOR EQUIPMENT LEFT IN THE DE-WATERED AREA AND DAMAGED FOLLOWING A RAIN EVENT. CONTRACTOR MUST ALSO SUPPLY ASCENSION PARISH WITH AFTER WORK HOURS AND WEEKEND CONTACT PERSON'S PHONE NUMBER.
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING ALL TEMPORARY PUMPING AND SERVICING REQUIRED DURING CONSTRUCTION. PAYMENT FOR TEMPORARY DE-WATERING, PUMPING OR BLOCKING SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING SUCH ACTIVITIES.
- CONTRACTOR SHALL ENSURE THAT ALL AREAS OF THE PROJECT LIMITS BE GRADED TO DRAIN EITHER TOWARDS EXISTING DRAINAGE STRUCTURES, PROPOSED DRAINAGE STRUCTURES, EXISTING OR PROPOSED DITCHES, OR AS DIRECTED BY THE ENGINEER (INCLUDED IN ITEM NO. 203-03-00100).

UTILITY NOTES:

- CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES INCLUDING THOSE NOT DEPICTED ON THE PLANS AND ARE DISCOVERED DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE LOCATIONS, TYPE, QUANTITY, AND ELEVATIONS OF UTILITIES GIVEN ARE CORRECT AND TO DETERMINE IF THERE ARE ANY ADDITIONAL UTILITIES THAT ARE NOT SHOWN IN THE PLANS. ANY SAFETY MEASURES OR METHODS THAT ARE NECESSARY TO PROTECT ALL UTILITY LINES DURING CONSTRUCTION WILL BE THE CONTRACTOR'S RESPONSIBILITY WITH NO ADDITIONAL COMPENSATION ALLOWED. THE CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITY OWNER FOR ANY LINES WHICH MAY CONFLICT WITH CONSTRUCTION AND THE CONTRACTOR SHALL MAKE ANY ADJUSTMENTS NECESSARY (AT THE DISCRETION AND APPROVAL OF THE ENGINEER). IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL UTILITY ADJUSTMENTS AND THERE WILL BE NO ADDITIONAL COMPENSATION FOR THIS COORDINATION NOR ANY DELAYS RESULTING FROM THIS COORDINATION. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A DOTTIE LOCATE TICKET BEFORE CONSTRUCTION BEGINS.
- CONTRACTOR SHALL NOT EXPOSE, CUT, TAP OR CONNECT TO AN EXISTING ASCENSION PARISH SEWER OR WATER LINES WITHOUT FIRST OBTAINING PERMISSION FROM EITHER THE DEPARTMENT RESPONSIBLE FOR THE UTILITY. ALSO, A DEPARTMENT REPRESENTATIVE MUST BE PRESENT WHEN WORK BEGINS.
- CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES OR HYDRANTS WITHOUT PROPER PERMISSION.

TRAFFIC CONTROL NOTES:

- CONE PATTERNS, SIGNAGE, AND SIGNALS MUST CONFORM TO THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND PART IV OF THE LADOTD TRAFFIC CONTROL MANUAL INCLUDING ANY TEMPORARY ROADS. VARIATIONS BETWEEN THE MUTCD AND THE LADOTD TTC STANDARD DETAILS SHALL BE RESOLVED IN FAVOR OF THE TTC DETAILS UNLESS APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF ALL TEMPORARY TRAFFIC CONTROL PLANS NECESSARY TO COMPLETE THIS ACTIVITIES INCLUDING THOSE FOR WHICH STANDARD TTC PLANS ARE NOT INCLUDED WITHIN THIS PLAN SET.

EXCAVATIONS:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING REQUIRED TO COMPLETE THE WORK AS SHOWN ON THE PLANS OR BEYOND WHICH IS SHOWN ON THIS PLAN SET AS NECESSARY. ALL SHORING FOR EXCAVATIONS SHALL HAVE SUFFICIENT DEPTH AND BRACING TO PREVENT DAMAGE TO ADJACENT ROADS, PROPERTIES, FACILITIES, UTILITIES, AND SERVITUDES. ANY DAMAGE TO ADJACENT ROADS, PROPERTIES, FACILITIES, UTILITIES, AND SERVITUDES SHALL BE REPAIRED TO PRE-PROJECT CONDITIONS BETTER AT THE CONTRACTOR'S EXPENSE.

OTHER NOTES:

- CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL SILT FENCE, HAY BALES AND OTHER DEVICES AS NECESSARY TO CONTAIN ALL SEDIMENT FROM GRADED OR DISTURBED AREAS ON SITE. NO SEDIMENT WILL BE ALLOWED TO LEAVE THE SITE. ALL EROSION CONTROL APPLICATIONS AS WELL AS THE CONTINUOUS MAINTENANCE OF SAID APPLICATIONS ARE TO BE INCLUDED IN THE APPROPRIATE UNIT PRICE ITEMS. EROSION CONTROL MEASURES SHOWN IN THIS PLAN SET ARE TO BE CONSIDERED A MINIMUM AND ARE NOT OPTIONAL FOR INSTALLATION UNLESS OTHERWISE APPROVED BY THE ENGINEER. ADDITIONAL EROSION CONTROL MEASURES MAY BE NEEDED BASED UPON ACTUAL SITE CONDITIONS.
- CONTRACTOR SHALL REMOVE ALL EXISTING BURIED AND ABOVE GROUND IMPROVEMENTS WITHIN THE RIGHT OF WAY AS INDICATED UNLESS OTHERWISE NOTED. ALL REMOVED MATERIAL SHALL BE LEGALLY DISPOSED OF AT AN OFFSITE FACILITY IN ACCORDANCE WITH ALL PARISH, STATE, AND FEDERAL REQUIREMENTS.
- CONTRACTOR SHALL ESTABLISH GRASS BY HYDROSEEDING ALL DISTURBED AREAS FROM GRADING AND OTHER CONSTRUCTION ACTIVITIES. GRASS WILL BE MAINTAINED AND WATERED UNTIL ACCEPTED BY THE OWNER. CONTRACTOR IS RESPONSIBLE FOR OBTAINING SUBSTANTIAL GROWTH OF ALL SEEDDED AREAS AND THE TOTAL PRICE FOR HYDROSEEDING WILL BE WITHHELD UNTIL SUBSTANTIAL GROWTH IS OBTAINED (85% COVERAGE).
- ALL UTILITY RELOCATIONS (GAS, WATER, SEWER, ELECTRICAL, TELECOMMUNICATIONS, FIBER OPTIC) SHALL BE COORDINATED BY THE CONTRACTOR WITH THE PARISH AND ITS DEPARTMENTS AS WELL AS THE OWNER OF THE UTILITY (IF NOT THE SAME) REGARDING SCHEDULE AND RELOCATION.
- ALL MATERIALS AND SUPPLIERS OF MATERIALS PROPOSED FOR USE BY THE CONTRACTOR SHALL BE LISTED ON THE APPROPRIATE AND LATEST REVISED LADOTD APPROVED MATERIALS LIST (AML). CONTRACTOR SHALL SUBMIT A MASTER PRODUCT LIST TO THE ENGINEER FOR APPROVAL. AML SOURCE CODES SHALL BE INCLUDED ON ALL SHOP DRAWINGS AND SUBMITTALS FOR MATERIAL APPROVALS. THE VACANCY OF AML SOURCE CODES WILL RESULT IN SUBMITTAL REJECTION WITHOUT REVIEW.
- SHOULD THE CONTRACTOR ELECT TO OBTAIN AREAS FOR THE PURPOSE OF STORING MATERIALS, EQUIPMENT, OR FOR CONDUCTING HIS WORK OPERATIONS IN AREAS BEYOND THE ESTABLISHED CONTROL OF ACCESS FOR THE PROJECT, HE SHALL FURNISH THE OWNER AND THE ENGINEER A COPY OF THE AGREEMENT BETWEEN HIMSELF AND THE LANDOWNER PRIOR TO USING THE AREA (NO DIRECT PAYMENT). ANY AND ALL DAMAGES TO EXISTING SITE CONDITIONS INCLUDING BUT NOT LIMITED TO CURB, PAVEMENT, GRAVEL AREAS, LANDSCAPING, GRASS, SOD, ETC. WHICH OCCUR DURING THE USE OF THESE AREAS BY THE CONTRACTOR ARE TO BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL ACCEPTANCE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE REQUIRED CONSTRUCTION CAN BE PERFORMED WITHIN THE AREAS AND/OR LIMITATIONS PROVIDED FOR THE CONSTRUCTION OF THE PROJECT AND TO COMPLY WITH ALL OSHA REQUIREMENTS FOR CONSTRUCTION PROJECTS OF THIS TYPE. ANY SAFETY MEASURES OR METHODS OF CONSTRUCTION WHICH ARE NECESSARY TO PERFORM THE REQUIRED WORK IS THE CONTRACTOR'S SOLE RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST OF THE VARIOUS APPLICABLE PAY ITEMS INCLUDED IN THE CONTRACT.
- THE ENGINEER AND/OR THE OWNER RESERVE THE RIGHT TO MAKE ALTERATIONS TO THE PLAN QUANTITIES AS DEEMED NECESSARY AT THEIR SOLE DISCRETION. QUANTITIES PROVIDED IN THIS PLAN SET ARE ESTIMATED. NEITHER THE OWNER NOR THE ENGINEER SHALL BE RESPONSIBLE FOR VARIATIONS IN THE CONTRACTOR'S PRODUCTION OR SCHEDULE BASED UPON ESTIMATED PLAN QUANTITIES. THE CONTRACTOR SHALL CONDUCT HIS OWN QUANTITY CALCULATIONS FOR PURPOSES OF SCHEDULE AND PRODUCTION.

RIGHT OF WAY NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR STAKING THE REQUIRED R/W AND MAINTAINING THESE STAKES THROUGHOUT THE CLEARING AND GRUBBING OPERATIONS AND DURING FENCE INSTALLATION. STAKES SHALL BE A MAXIMUM OF 100 FEET APART.

PERMITTING NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL ORDINANCES, PRACTICES, PROVISIONS, AND PROCEDURES OF ASCENSION PARISH, THE STATE OF LOUISIANA, AND ANY OTHER ENTITY OR ASSOCIATION HAVING JURISDICTION OVER THE PROJECT AREA OR THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS REQUIRED BY ANY GOVERNING BODY HAVING JURISDICTION OVER HIS WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINES ISSUED BY ANY ENTITY DUE TO FAILURE TO COMPLY WITH A PERMIT, FAILURE TO SECURE A PERMIT, OR BY LDEQ, FOR FAILURE TO MAINTAIN OR INSTALL NECESSARY EROSION CONTROL MEASURES.

CLEARING AND GRUBBING:

- ALL TREES/BUSHES WITHIN THE RIGHT OF WAY OR SERVITUDES SHALL BE REMOVED AS INDICATED IN THE LIMITS OF CLEARING AND GRUBBING UNLESS NOTED TO REMAIN. TREES/BUSHES TO REMAIN SHALL BE PROTECTED. ANY DAMAGED TREES NOT NOTED FOR REMOVAL ARE TO BE TREATED AND PRUNED BY A LICENSED ARBORIST OR REPLACED IN KIND AS DIRECTED BY THE PROJECT ENGINEER.
- THE CONTRACTOR SHALL SELECT THE METHOD(S) OF REMOVAL FOR ALL TREES, BUSHES, ETC. TO BE REMOVED WITHIN THE REQUIRED R/W OR SERVITUDES. ALL EXISTING ABOVE GROUND AND SUBSURFACE UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR DURING THE CLEARING AND GRUBBING OPERATIONS. SHOULD EXISTING SUBSURFACE UTILITIES BE IMPACTED BY THE REMOVAL OF STUMPS OR OTHER ROOT SYSTEMS OF TREES, BUSHES, ETC., THE CONTRACTOR SHALL GRIND THE STUMP AND/OR ROOT SYSTEMS AND REMOVE IN PORTIONS AS TO NOT DAMAGE EXISTING UTILITIES. STUMPS AND ROOT SYSTEMS SHALL BE REMOVED IN THEIR ENTIRETY. PAYMENT FOR STUMP GRINDING AND REMOVAL METHODS SHALL BE INCLUDED IN PAY ITEM NO. 201-01-00100 CLEARING AND GRUBBING, PER LUMP SUM.
- THE CONTRACTOR SHALL REPLACE ALL VOID AREAS RESULTING FROM THE REMOVAL OF ALL TREE BUSH, ETC. ROOT SYSTEMS IN ACCORDANCE WITH SECTION 203.06.1 OF THE STANDARD SPECIFICATIONS. EMBANKMENT SHALL BE SHAPED, GRADED AND COMPACTED TO THE SATISFACTION OF THE PROJECT ENGINEER. PAYMENT FOR ALL MATERIALS AND LABOR TO PLACE AND SHAPE INCIDENTAL EMBANKMENT FOR ROOT/STUMP VOIDS SHALL BE INCLUDED IN 203-03-00100.
- ALL TREE BRANCHES, ETC. WHICH ARE PART OF TREES AND/OR BUSHES WHICH ARE NOT TO BE REMOVED (LOCATED BEYOND THE R/W LINE) SHALL BE PRUNED AT THE REQUIRED R/W LINE TO A HEIGHT OF 25 FEET ABOVE THE ROADWAY ELEVATION VIA PRACTICES PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN), UNDER THE SUPERVISION OF A LICENSED LANDSCAPE ARBORIST. PAYMENT FOR LIMB PRUNING AT THE R/W LINE SHALL BE INCLUDED IN PAY ITEM NO. 201-01-00100 CLEARING AND GRUBBING, PER LUMP SUM.
- THE PROJECT ENGINEER SHALL DETERMINE IF TREES/BUSHES WHICH ARE PARTIALLY LOCATED OUTSIDE OF THE R/W ARE TO BE REMOVED OR SHOULD REMAIN. CONTRACTOR TO NOTIFY PROJECT ENGINEER AFTER R/W STAKING.

FENCE INSTALLATION:

- IN AREAS WHERE EXISTING FENCES CONTAIN, OR HAVE THE ABILITY TO CONTAIN, LIVESTOCK OR ANIMALS, REQUIRED FENCES SHALL BE INSTALLED AND ACCEPTED PRIOR TO THE REMOVAL OF EXISTING FENCES. CONTRACTOR SHALL CONTACT LANDOWNER PRIOR TO THE REMOVAL OF ANY EXISTING FENCE THAT CONTAINS LIVESTOCK OR ANIMALS.
- REQUIRED FENCES SHALL BE ADEQUATELY TIED INTO ALL EXISTING FENCES, VIA METHODS PER THE STANDARD PLANS AND/OR METHODS WHICH ARE ACCEPTABLE TO THE PROJECT ENGINEER, AT ALL TERMINI AND INTERMEDIATE LOCATIONS. IN AREAS WHERE REQUIRED FENCES INTERSECT EXISTING FENCES TO REMAIN, THE CONTRACTOR SHALL ALSO APPROPRIATELY TIE IN REQUIRED FENCES TO EXISTING FENCES AT THESE LOCATIONS.
- FENCE WHICH ARE NOT PARALLELED TO THE R/W ARE TO BE REMOVED TO THE REQUIRED R/W LINE. CONTRACTOR SHALL INSTALL FENCE POST, IN-KIND, 6" MAXIMUM OUTSIDE OF THE R/W TO SECURE THE REMAINING PORTIONS OF THE FENCE. PAYMENT FOR THESE POSTS SHALL BE INCLUDED IN THE COST FOR REMOVAL.

UTILITY CONTACT INFORMATION:

WATER: GONZALES
225-802-6931
CONTACT: ADAM THOMPSON

POWER:
DEMCO
225-262-3045
CONTACT: PHIL ZITO

ENERGY LA, LLC
225-354-3060
CONTACT: JERRY KENNEDY

GAS:
ATMOS ENERGY
225-622-2449 EXT. 212
CONTACT: DANNY ALFORD

CABLE:
EATEL
225-621-4115
CONTACT: CHRIS KELLER

SHELL PIPELINE COMPANY:
504-425-2204
CONTACT: STACI NELSON

MARATHON PIPELINE:
419-421-2211
CONTACT: DAVID WISNER

SHEET NUMBER	3
DESIGNED BY	T. AMEDEE
CHECKED BY	D. HYMEL
DRAWN BY	L. BOURG
CHECKED BY	P. OLIVIER
SERIES NUMBER	1 OF 3
NO.	
DATE	
REVISION OR CHANGE ORDER	
DESCRIPTION	
BY	
	
GENERAL NOTES	
RODDY ROAD WIDENING: LA 935 TO LA 621	
T. BAKER SMITH	

STATE OF LOUISIANA
PAUL OLIVIER
License No. 39967
PROFESSIONAL ENGINEER
IN
Ascension Parish
10/7/2019

FENCE

STATION	STATION	SIDE	DESCRIPTION	202-02-12000	705-01-00100	705-04-00100	705-06-00300	705-06-00400	705-06-00500	705-08-02060	705-08-03060
				REMOVAL OF FENCE LNFT	BARBED WIRE* FENCE LNFT	SINGLE SWINGING DRIVEWAY GATES EACH	CHAIN LINK FENCE (6-FOOT HEIGHT) LNFT	CHAIN LINK FENCE (7-FOOT HEIGHT) LNFT	CHAIN LINK FENCE (8-FOOT HEIGHT) LNFT	6-FOOT DOUBLE GATES FOR CHAIN LINK FENCE (7-FOOT HEIGHT) EACH	8-FOOT DOUBLE GATES FOR CHAIN LINK FENCE (7-FOOT HEIGHT) EACH
122+08.06	129+31.60	LT.	BARBED WIRE (4 STRAND)	770	730						
129+70.28	129+70.35	RT.	CHAIN LINK (5 FOOT)	21							
135+74.38	136+03.48	RT.	BARBED WIRE (4 STRAND)	27							
136+55.22	137+90.42	LT.	BARBED WIRE (4 STRAND)	104	120						
139+69.30	140+82.99	RT.	BARBED WIRE (4 STRAND)	114	114						
146+00.62	147+26.90	LT.	WOODEN (5 FOOT)	115							
146+05.54	146+63.66	RT.	BARBED WIRE (4 STRAND)	56							
149+00.66	150+89.48	RT.	BARBED WIRE (4 STRAND)	242	198						
150+64.39	151+15.61	LT.	WOOD (6 FOOT)	79							
150+90.48	151+67.83	RT.	CHAIN LINK (8 FOOT)	122					77		
151+67.67	153+97.53	RT.	BARBED WIRE (4 STRAND)	253	230						
155+60.24	157+47.07	RT.	BARBED WIRE (4 STRAND)	225	184						
156+69.06	157+43.43	LT.	CHAIN LINK (7 FOOT)	113				75			
157+80.65	159+98.70	RT.	BARBED WIRE (4 STRAND)	258	218						
162+06.82	162+83.81	RT.	CHAIN LINK (6 FOOT)	93			76				
163+57.66	164+12.40	RT.	CHAIN LINK (6 FOOT)	55			55				
TOTALS				2647	1794	3	131	75	77	1	2

* ALL REQUIRED BARBED WIRE FENCE SHALL BE 5-STRAND PER FN-02.

TEMPORARY EROSION CONTROL

STATION	STATION	SIDE	DESCRIPTION	204-02-00100	204-05-00100	204-06-00100
				TEMPORARY HAY BALES (EACH)	TEMPORARY SEDIMENT CHECK DAMS (HAY) (EACH)	TEMPORARY SILT FENCING (LNFT)
100+00.00	121+68.95	LT.	SILT FENCE	-	-	2173
100+00.00	121+67.25	RT.	SILT FENCE	-	-	2173
102+00.00	-	LT.	CHECK DAMS (HAY)	-		-
102+50.00	-	RT.	CHECK DAMS (HAY)	-		-
109+76.00	-	LT.	CHECK DAMS (HAY)	-		-
110+50.00	-	RT.	CHECK DAMS (HAY)	-		-
114+00.00	-	LT.	CHECK DAMS (HAY)	-		-
114+10.00	-	RT.	CHECK DAMS (HAY)	-		-
118+00.00	-	RT.	CHECK DAMS (HAY)	-		-
118+00.00	-	LT.	CHECK DAMS (HAY)	-		-
121+26.00	-	RT.	CHECK DAMS (HAY)	-		-
121+27.00	-	LT.	CHECK DAMS (HAY)	-		-
122+05.44	124+64.13	RT.	SILT FENCE	-	-	264
122+06.03	137+46.00	LT.	SILT FENCE	-	-	1586
125+04.29	132+83.80	RT.	SILT FENCE	-	-	779
125+26.00	-	LT.	CHECK DAMS (HAY)	-		-
125+26.00	-	RT.	CHECK DAMS (HAY)	-		-
133+24.05	137+46.00	RT.	SILT FENCE	-	-	438
133+27.00	-	LT.	CHECK DAMS (HAY)	-		-
133+27.00	-	RT.	CHECK DAMS (HAY)	-		-
137+50.00	-	LT.	CHECK DAMS (HAY)	-		-
137+50.00	-	RT.	CHECK DAMS (HAY)	-		-
138+66.00	148+46.16	LT.	SILT FENCE	-	-	1010
138+66.00	148+41.72	RT.	SILT FENCE	-	-	1014
138+85.00	-	LT.	CHECK DAMS (HAY)	-		-
138+85.00	-	RT.	CHECK DAMS (HAY)	-		-

TEMPORARY EROSION CONTROL

STATION	STATION	SIDE	DESCRIPTION	204-02-00100	204-05-00100	204-06-00100
				TEMPORARY HAY BALES (EACH)	TEMPORARY SEDIMENT CHECK DAMS (HAY) (EACH)	TEMPORARY SILT FENCING (LNFT)
141+64.00	-	LT.	CHECK DAMS (HAY)	-		-
145+20.00	-	LT.	CHECK DAMS (HAY)	-		-
148+05.00	-	RT.	CHECK DAMS (HAY)	-		-
148+99.58	168+34.63	RT.	SILT FENCE	-	-	1960
149+01.49	170+85.41	LT.	SILT FENCE	-	-	2197
149+21.00	-	LT.	CHECK DAMS (HAY)	-		-
150+67.00	-	RT.	CHECK DAMS (HAY)	-		-
153+75.00	-	LT.	CHECK DAMS (HAY)	-		-
154+78.00	-	RT.	CHECK DAMS (HAY)	-		-
157+35.00	-	LT.	CHECK DAMS (HAY)	-		-
158+80.00	-	RT.	CHECK DAMS (HAY)	-		-
160+38.25	-	RT.	INLET PROTECTION	12	-	-
161+00.35	-	RT.	INLET PROTECTION	12	-	-
165+28.00	-	LT.	CHECK DAMS (HAY)	-		-
166+80.00	-	RT.	CHECK DAMS (HAY)	-		-
168+80.47	-	RT.	INLET PROTECTION	12	-	-
169+20.00	-	LT.	CHECK DAMS (HAY)	-		-
169+22.90	-	RT.	INLET PROTECTION	12	-	-
169+50.54	-	RT.	INLET PROTECTION	12	-	-
169+80.45	-	RT.	INLET PROTECTION	12	-	-
170+03.03	-	RT.	INLET PROTECTION	12	-	-
170+41.31	-	RT.	INLET PROTECTION	12	-	-
170+76.43	-	RT.	INLET PROTECTION	12	-	-
170+76.59	-	RT.	INLET PROTECTION	12	-	-
171+75.71	-	RT.	INLET PROTECTION	12	-	-
172+75.25	-	RT.	INLET PROTECTION	12	-	-
TOTALS				144	30	13594

HYDRO-SEEDING

STATION	STATION	SIDE	739-01-00100
			HYDRO-SEEDING ACRES
100+00.00	121+78.14	LT.	1.84
100+00.00	121+78.53	RT.	1.81
121+94.84	137+97.08	LT.	1.41
121+96.80	124+75.22	RT.	0.24
124+93.22	132+95.05	RT.	0.66
133+12.52	137+69.45	RT.	0.39
138+13.44	148+57.20	RT.	0.87
138+33.02	148+59.88	LT.	0.89
148+81.24	168+34.63	RT.	1.60
148+84.16	170+85.39	LT.	1.92
TOTALS			11.63

SHEET NUMBER	3a
DESIGNED BY	T. AMEDEE
CHECKED BY	D. HYMEL
PARISH	ASCENSION
CONTROL SECTION	-
PARISH PROJECT	MA-17-01-A
Detailed By	L. BOURG
Checked By	P. OLIVIER
Series Number	2 OF 3
Revision or Change Order	
Date	
By	



SUMMARY OF ESTIMATED QUANTITIES
 RODDY ROAD WIDENING: LA 935 TO LA 621

PAUL OLIVIER
 License No. 39967
 PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING
 10/7/2019



T. BAKER SMITH

SUMMARY OF ESTIMATED QUANTITIES

ITEM NO.	ITEM DESCRIPTION	UNIT	
201-01-00100	CLEARING AND GRUBBING (EST. 11.63 ACRES)	LUMP	1
202-01-00100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP	1
202-02-12000	REMOVAL OF FENCE	LNFT	2,647
203-03-00100	EMBANKMENT	CUYD	500
204-02-00100	TEMPORARY HAY BALES	EACH	144
204-05-00100	TEMPORARY SEDIMENT CHECK DAMS (HAY)	EACH	30
204-06-00100	TEMPORARY SILT FENCING	LNFT	13,594
705-01-00100	BARBED WIRE FENCE	LNFT	1,794
705-04-00100	SINGLE SWINGING DRIVEWAY GATES	EACH	3
705-06-00300	CHAIN LINK FENCE (6-FOOT HEIGHT)	LNFT	131
705-06-00400	CHAIN LINK FENCE (7-FOOT HEIGHT)	LNFT	75
705-06-00500	CHAIN LINK FENCE (8-FOOT HEIGHT)	LNFT	77
705-08-02060	6-FOOT DOUBLE GATES FOR CHAIN LINK FENCE (7-FOOT HEIGHT)	EACH	1
705-08-03060	8-FOOT DOUBLE GATES FOR CHAIN LINK FENCE (7-FOOT HEIGHT)	EACH	2
713-01-00100	TEMPORARY SIGNS AND BARRICADES	LUMP	1
727-01-00100	MOBILIZATION	LUMP	1
739-01-00100	HYDRO-SEEDING	ACRES	11.63
740-01-00100	CONSTRUCTION LAYOUT	LUMP	1



T. BAKER SMITH



SUMMARY OF ESTIMATED QUANTITIES
 RODDY ROAD WIDENING: LA 935 TO LA 621

DESIGNED	T. AMEDEE	NO.	
CHECKED	D. HYMEL	DATE	
DETAILED	L. BOURG	REVISION OR CHANGE ORDER	
CHECKED	P. OLIVIER	DESCRIPTION	
SERIES NUMBER	3 OF 3	BY	

SHEET NUMBER	3b
PARISH	ASCENSION
CONTROL SECTION	-
PARISH PROJECT	MA-17-01-A

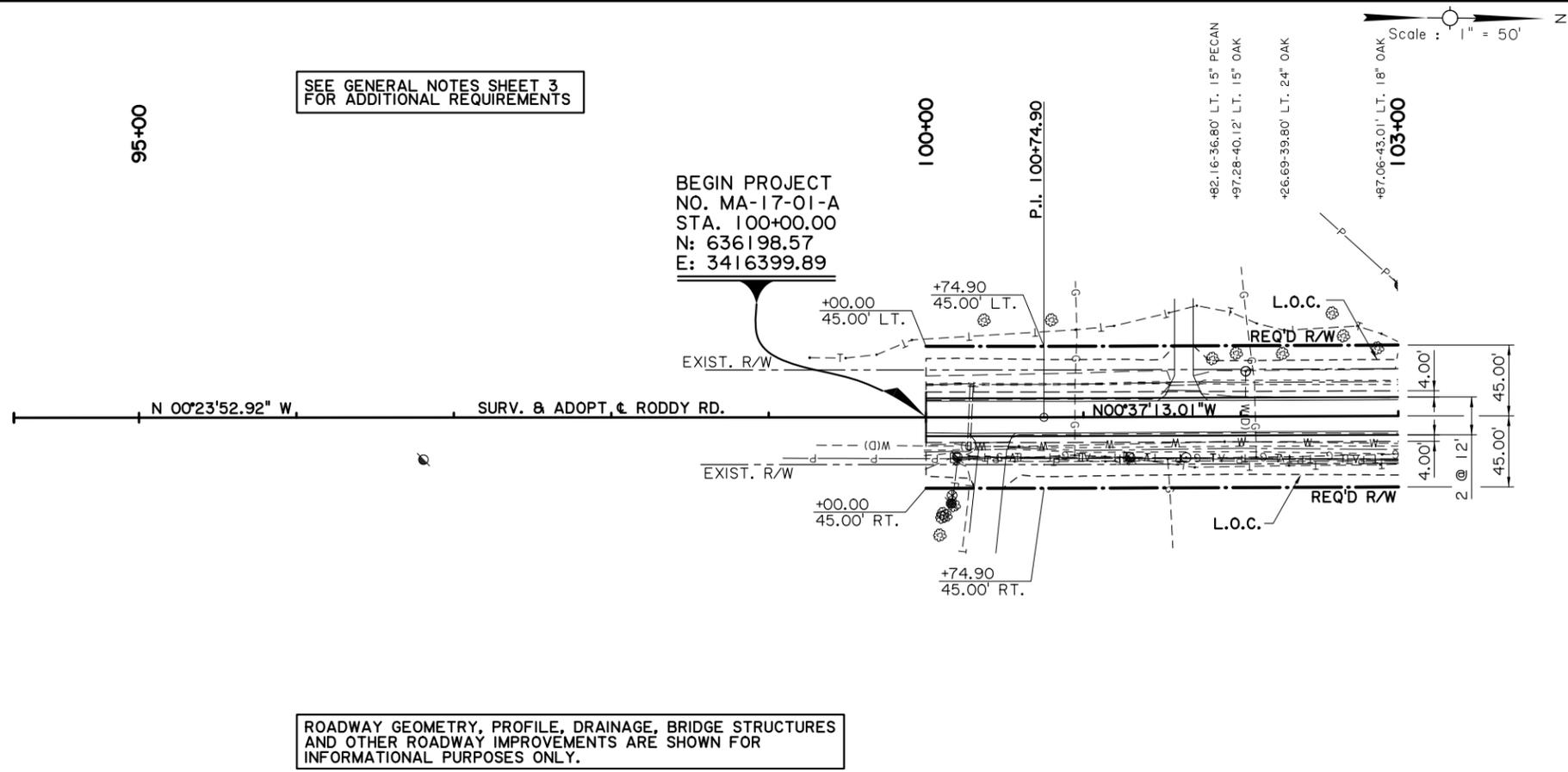
LEGEND - EXISTING TOPOGRAPHY

CONTROL POINT	▲	GAS LINE	—G—G—
TEMPORARY BENCH MARK	△	GAS METER	⊗
PHOTO TARGET	⊗	GAS SERVICE (NO METER)	⊗
PAVEMENT EDGE	—	GAS REGULATOR	⊗
SHOULDER EDGE	—	GAS RISER	⊗
SLOPE TOE	—	GAS TEST BOX	⊗
GUARDRAIL TOP	—	GAS VALVE	⊗
HIGH BANK	—	GAS LINE/CASING	—G—G—
WATER'S EDGE	—	GAS VENT	⊗
HIGH WATER MARK	+	RAILROAD MILEPOST	—
BOX CULVERT	—	RAILROAD SIGNAL	—
PIPE CULVERT	—	RAILROAD SWITCH	—
CATCH BASIN TOP (ROUND)	⊗	RAILROAD TRACK	—
DROP INLET TOP (ROUND)	⊗	RR TRAFFIC SIGNAL BOX	—
DRAINAGE MANHOLE TOP	⊗	SEWER LINE	—S—S—
LEVEE TOP	—	SEWER MANHOLE TOP	⊗
DITCH CENTERLINE	—	SEWER BLOWOUT VALVE	⊗
TREE	—	SEWER CLEANOUT	⊗
WOODS EDGE	—	SEPTIC TANK	⊗
MARSH LINE	—	SEWER PUMP (PRIVATE)	⊗
SWAMP LINE	—	SEWER TREATMENT (INDIVIDUAL)	⊗
TREE CLUSTER	—	FEDERAL AID MARKER	—
HEDGE	—	TRAFFIC CONTROLLER BOX	—
BUSH	—	TRAFFIC COUNTER	—
TREE LINE	—	TRAFFIC SIGNAL	—
FENCE LINE	—X—X—	TRAFFIC SIGNAL SUPPORT POLE	—
GATE	—	LIGHT POLE	—
CATTLE GUARD	—	LIGHT PEDESTAL	—
PROPERTY CORNER	⊗	LIGHT POWER VAULT	—
RIGHT OF WAY MONUMENT	⊗	TRAFFIC SIGN	—
SECTION CORNER	⊗	PARKING METER	—
FENCE CORNER	⊗	TELEPHONE POLE	—
TELEVISION CABLE	—TV—TV—	TELEPHONE LINE	—T—T—
TELEVISION PEDESTAL	⊗	TELEPHONE BOOTH	—
POWER POLE	—	TELE CROSS CONNECT BOX	—
DEADMAN	—	TELEPHONE PEDESTAL	—
POWER LINE	—P—P—	TELEPHONE PRESSURE BOX	—
POWER JUNCTION BOX	⊗	WATER LINE	—W—W—
POWER VAULT	⊗	WATER LINE/CASING	—W—W—
TRANSFORMER	⊗	WATER CLEANOUT	⊗
COMBINATION POLE	⊗	WATER METER	⊗
POWER DROP	—	WATER VALVE	⊗
PIPELINE	—O—O—	WATER VALVE VAULT	⊗
PIPELINE VENT	⊗	WATER WELL	⊗
PIPELINE REGULATOR	⊗	FIRE HYDRANT	⊗
GAS WELL	⊗	BILLBOARD	—
HAY BALES	—SF—SF—	FUEL PUMP	—
SILT FENCE	—SF—SF—	POST	—
INLET SILT TRAP	⊗	SIGN POST	—
		STORAGE TANK (ROUND)	⊗
		GRAVE	—
		MAILBOX	—
		ORNAMENTAL LIGHT	—
		FLAG POLE	—

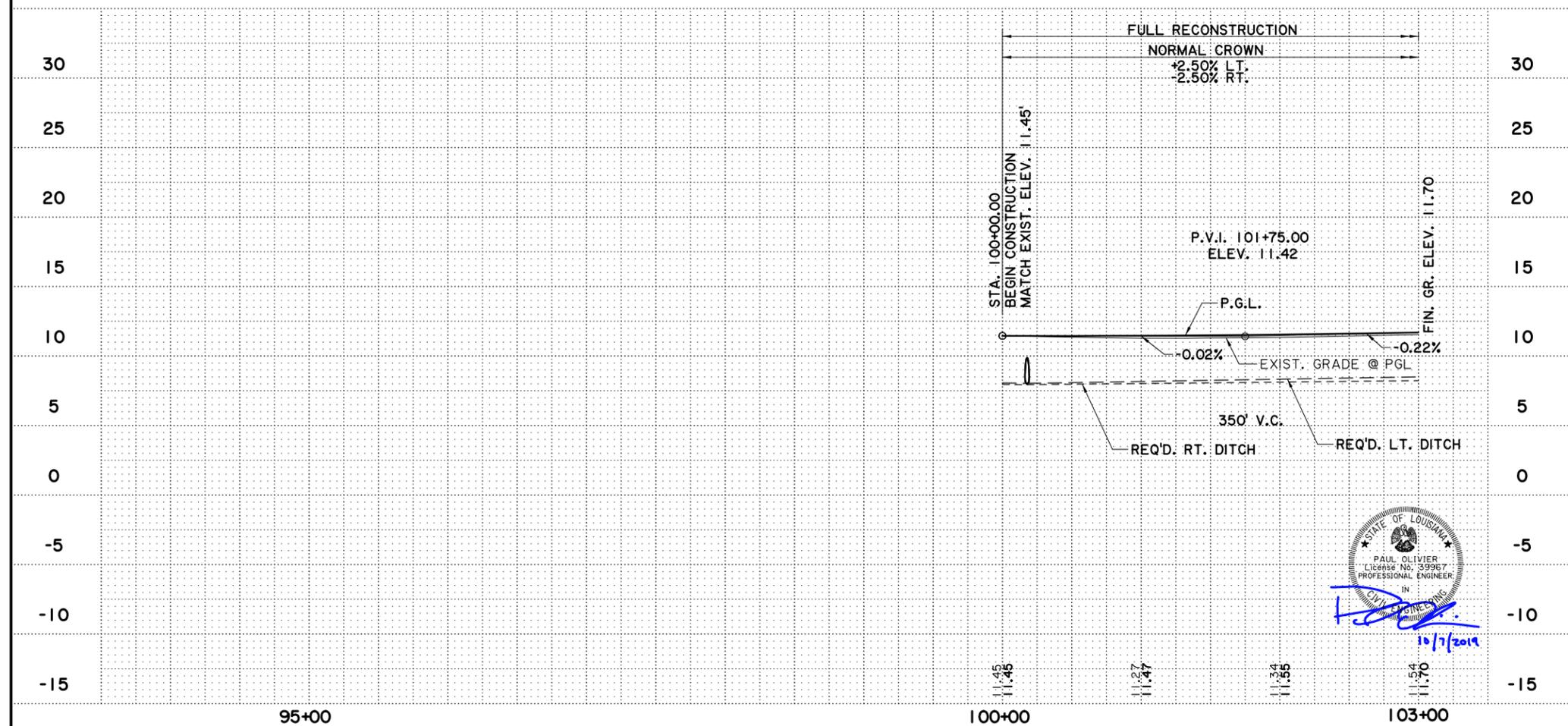
NOTES:

- LIMITS OF CLEARING AND GRUBBING SHALL EXTEND TO THE REQUIRED R/W LINE OR SERVITUDE LINES, EXCEPT AS EXPRESSLY SHOWN OTHERWISE.
- REQUIRED FENCES SHALL BE INSTALLED AND ACCEPTED PRIOR TO REMOVAL OF EXISTING FENCES.
- CONTRACTOR RESPONSIBLE FOR STAKING REQUIRED R/W THROUGHOUT PROJECT LIMITS. (INCLUDED IN PAY ITEM NO 740-01-00100).
- TREE/BUSH NOTES PROVIDED SHALL BE CONSIDERED APPROXIMATE SIZE AND LOCATIONS.
- SEDIMENT CHECK DAMS NOT SHOWN FOR CLARITY. FOR LOCATION OF SEDIMENT CHECK DAMS, SEE SHEET 3a.
- REMOVAL OF ALL GATES, SHEDS, AND CANOPIES TO BE INCLUDED IN ITEM NO. 202-01-00100 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS.

SEE GENERAL NOTES SHEET 3 FOR ADDITIONAL REQUIREMENTS



ROADWAY GEOMETRY, PROFILE, DRAINAGE, BRIDGE STRUCTURES AND OTHER ROADWAY IMPROVEMENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

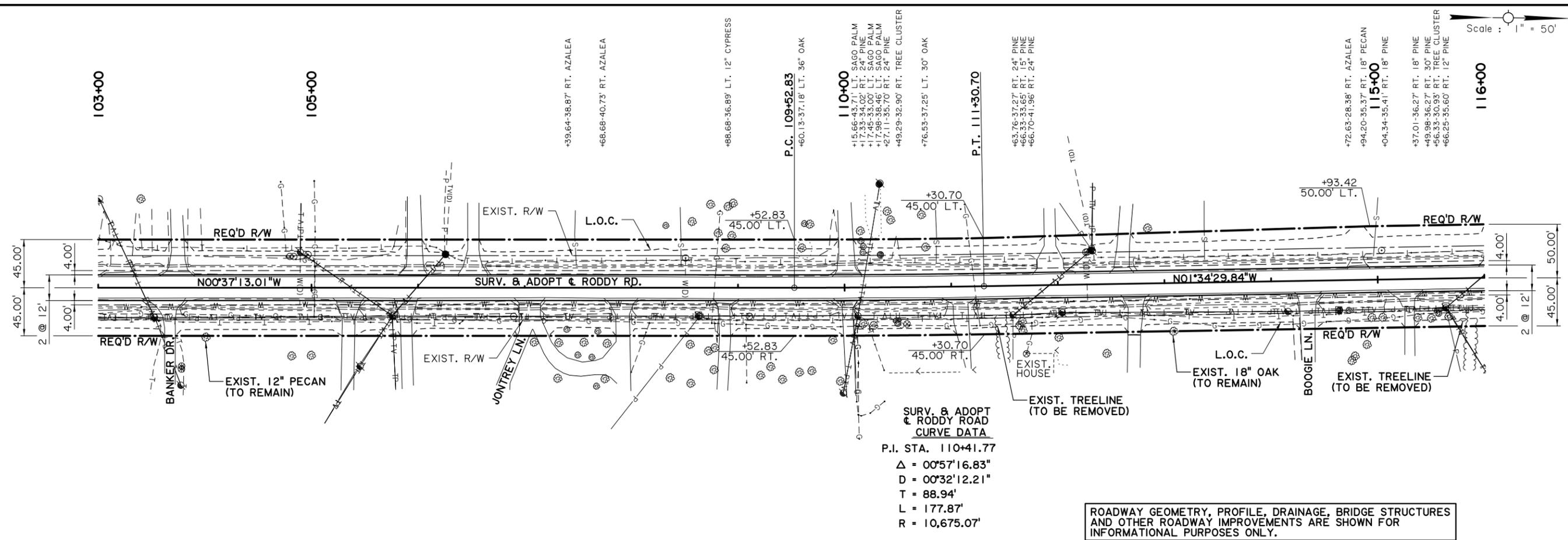


STATE OF LOUISIANA
 PAUL OLIVIER
 LICENSE NO. 39967
 PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING
 10/3/2019

SHEET NUMBER	4
DESIGNED	A. FREDERIC
CHECKED	D. HYMEL
PARISH	ASCENSION
CONTROL SECTION	L. BOUJRG
CHECKED	P. OLIVIER
PARISH PROJECT	MA-17-01-A
SERIES NUMBER	1 OF 7
REVISION OR CHANGE ORDER	DESCRIPTION
NO.	DATE
<p>PLAN AND PROFILE</p> <p>RODDY ROAD WIDENING: LA 935 TO LA 621</p>	
<p>T. BAKER SMITH</p>	

FINAL PLANS

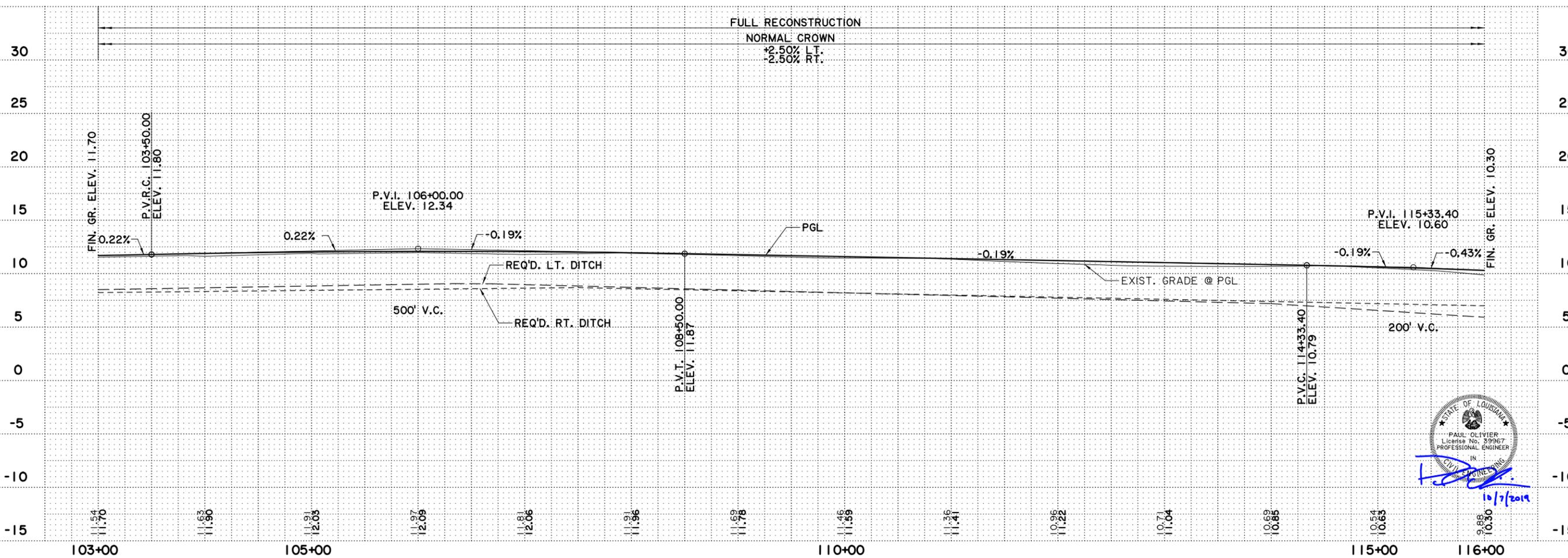
P:\Y-2017\2017.0822\Dwg\Task Order No. 1\DGN\C&G\005 - Plan & Profile.dgn 10/3/2019 08:12



**SURV. & ADOPT
C RODDY ROAD
CURVE DATA**

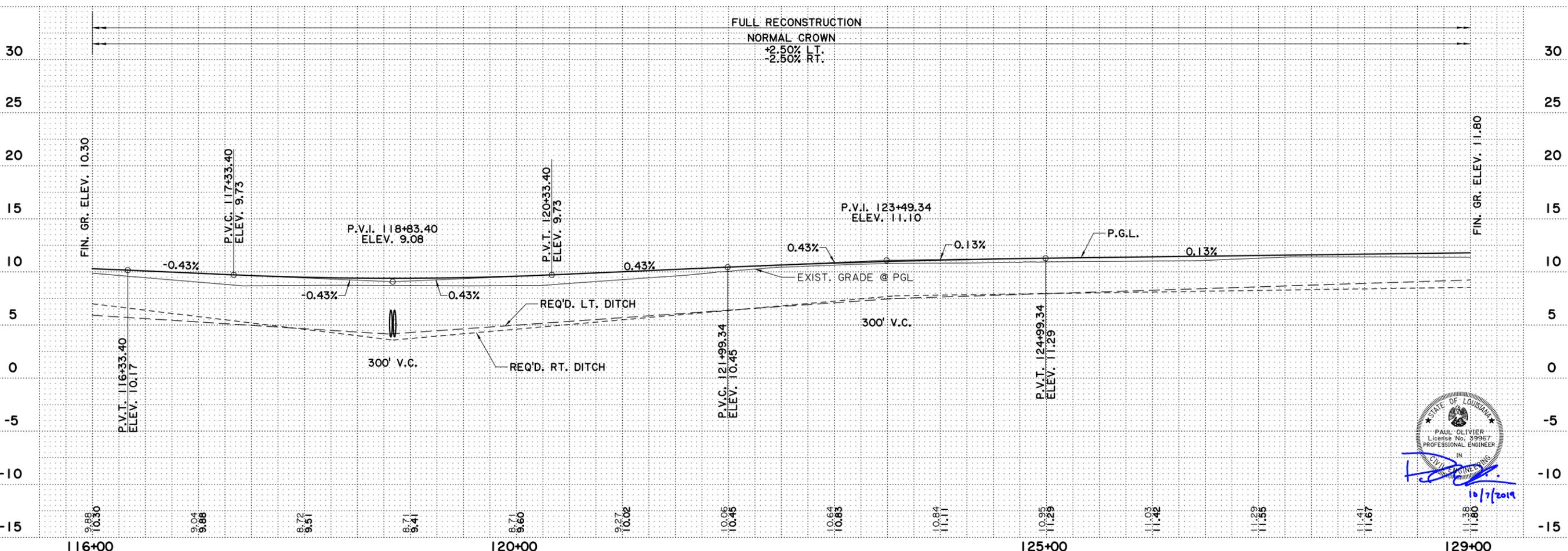
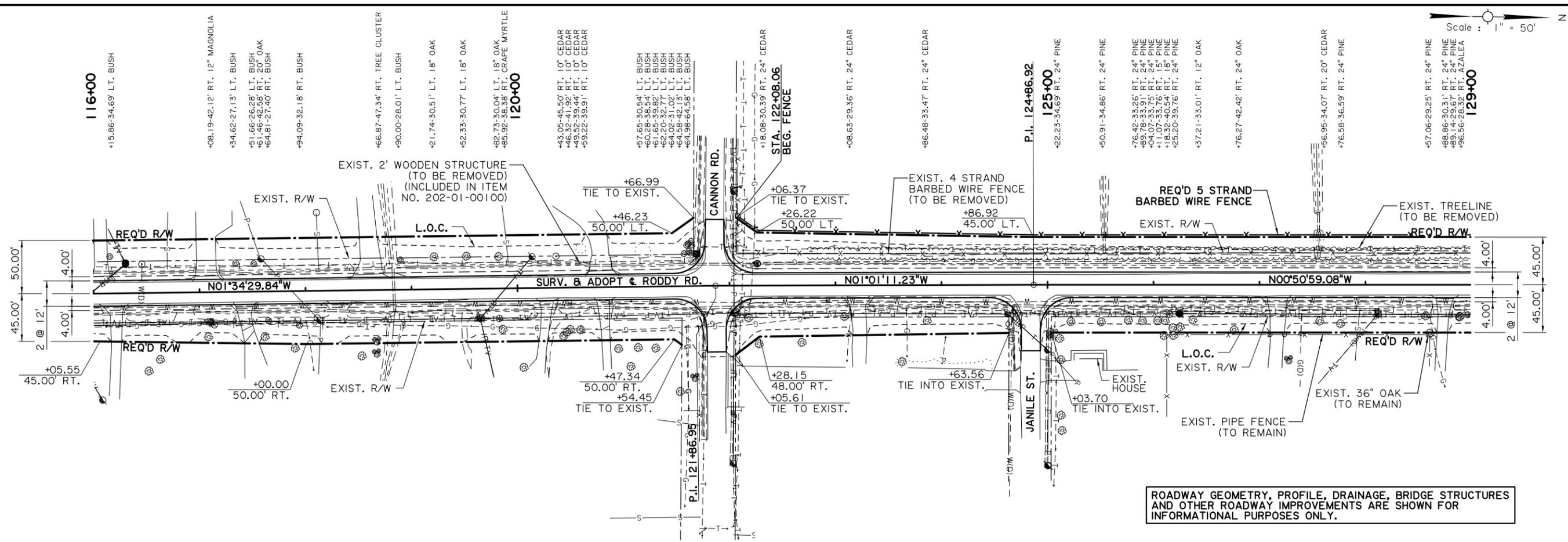
P.I. STA. 110+41.77
 $\Delta = 00^{\circ}57'16.83''$
 $D = 00^{\circ}32'12.21''$
 $T = 88.94'$
 $L = 177.87'$
 $R = 10,675.07'$

ROADWAY GEOMETRY, PROFILE, DRAINAGE, BRIDGE STRUCTURES
AND OTHER ROADWAY IMPROVEMENTS ARE SHOWN FOR
INFORMATIONAL PURPOSES ONLY.



DESIGNED A. FREDERIC	PARISH ASCENSION	SHEET NUMBER 5
CHECKED D. HYMEL	CONTROL SECTION	
DETAILED L. BOURG		
CHECKED P. OLIVIER		
SERIES NUMBER 2 OF 7	PARISH PROJECT MA-17-01-A	
NO.	DATE	BY
<p>PLAN AND PROFILE</p> <p>RODDY ROAD WIDENING: LA 935 TO LA 621</p>		

FINAL PLANS

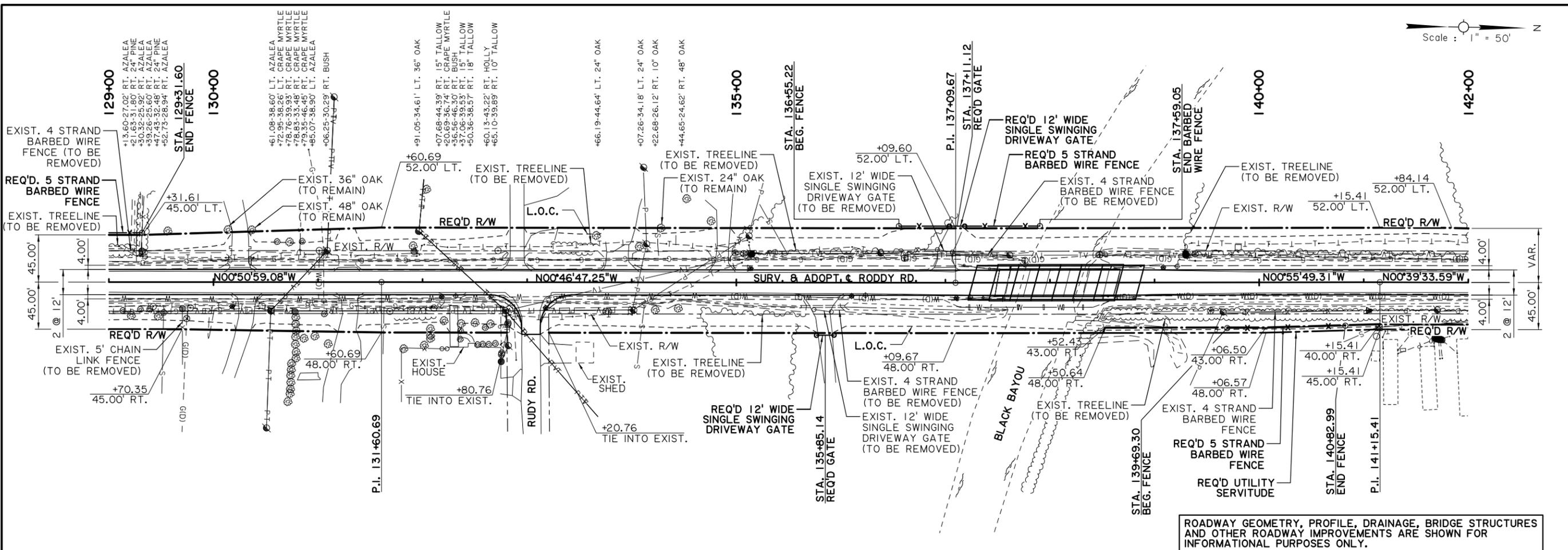


ROADWAY GEOMETRY, PROFILE, DRAINAGE, BRIDGE STRUCTURES AND OTHER ROADWAY IMPROVEMENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

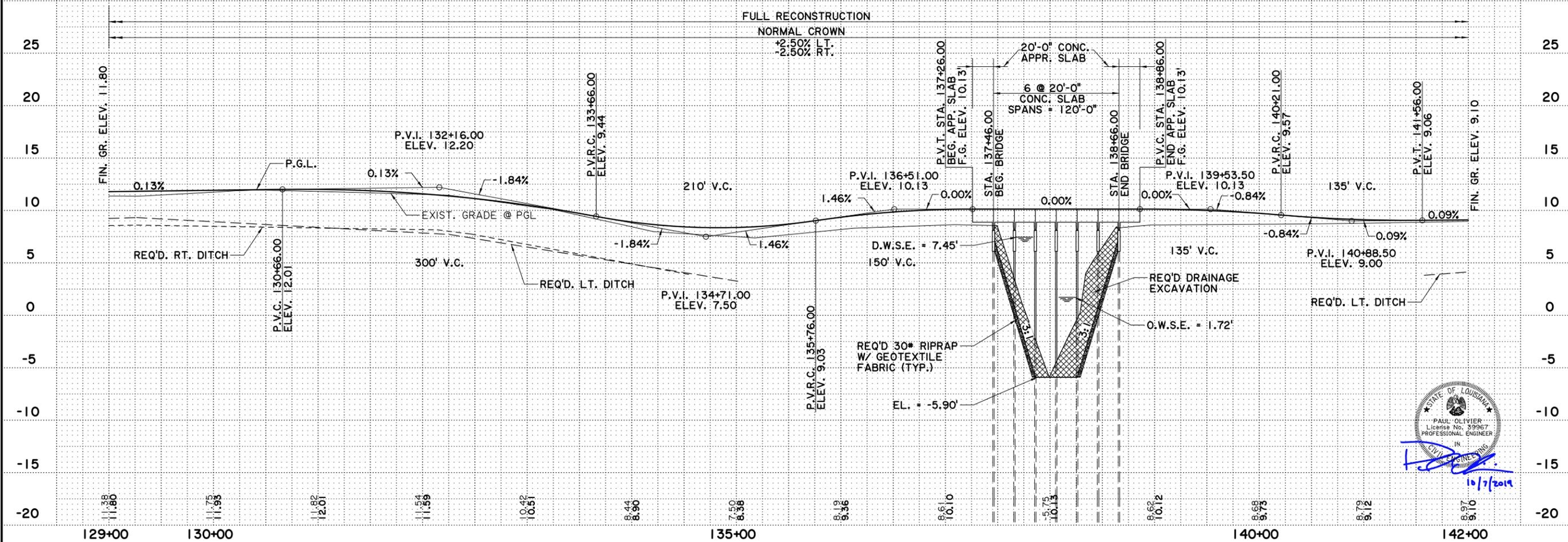


SHEET NUMBER		6	
DESIGNED	A. FREDERIC	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. BOURG	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER		
SERIES NUMBER	3 OF 7		
REVISION OR CHANGE ORDER NO.		DATE	
PLAN AND PROFILE			
RODDY ROAD WIDENING: LA 935 TO LA 621			

FINAL PLANS



ROADWAY GEOMETRY, PROFILE, DRAINAGE, BRIDGE STRUCTURES AND OTHER ROADWAY IMPROVEMENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.



STATE OF LOUISIANA
 PAUL OLIVIER
 License No. 89967
 PROFESSIONAL ENGINEER
 10/7/2019

Scale : 1" = 50'

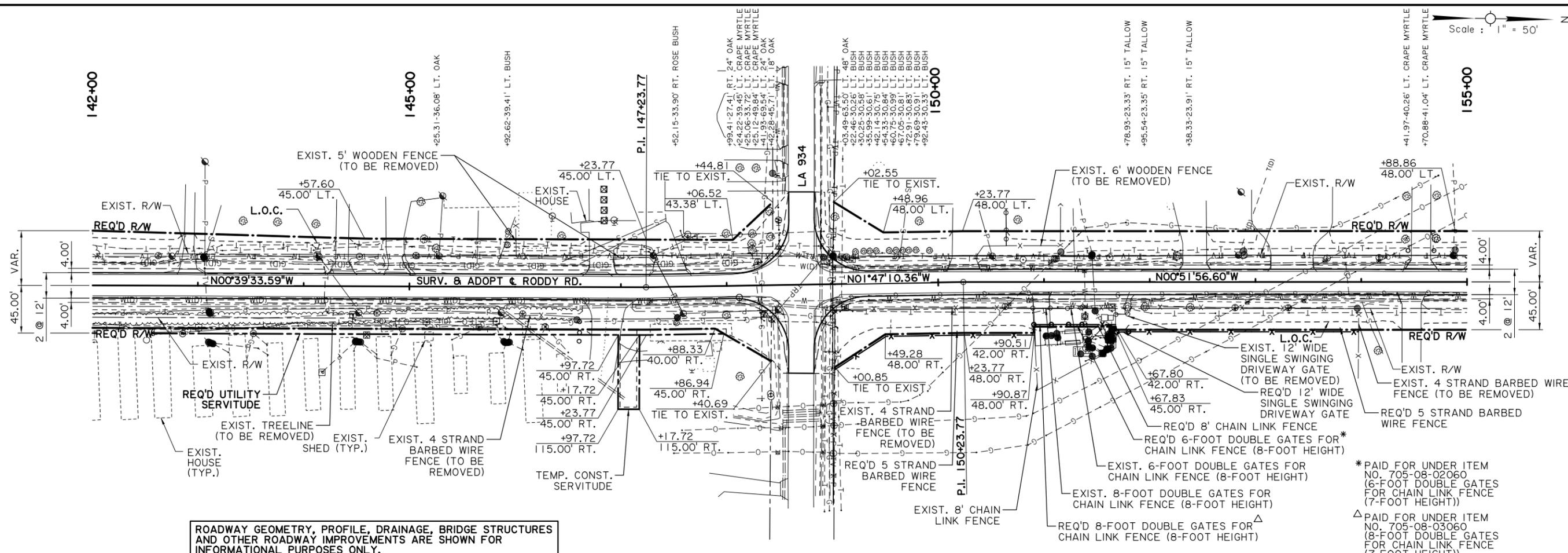
SHEET NUMBER	7
DESIGNED	A. FREDERIC
CHECKED	D. HYMEL
PARISH	ASCENSION
CONTROL SECTION	
DETAILED	L. BOURG
CHECKED	P. OLIVIER
PARISH PROJECT	MA-17-01-A
SERIES NUMBER	4 OF 7
REVISION OR CHANGE ORDER DESCRIPTION	
NO.	
DATE	
BY	

PLAN AND PROFILE

RODDY ROAD WIDENING: LA 935 TO LA 621

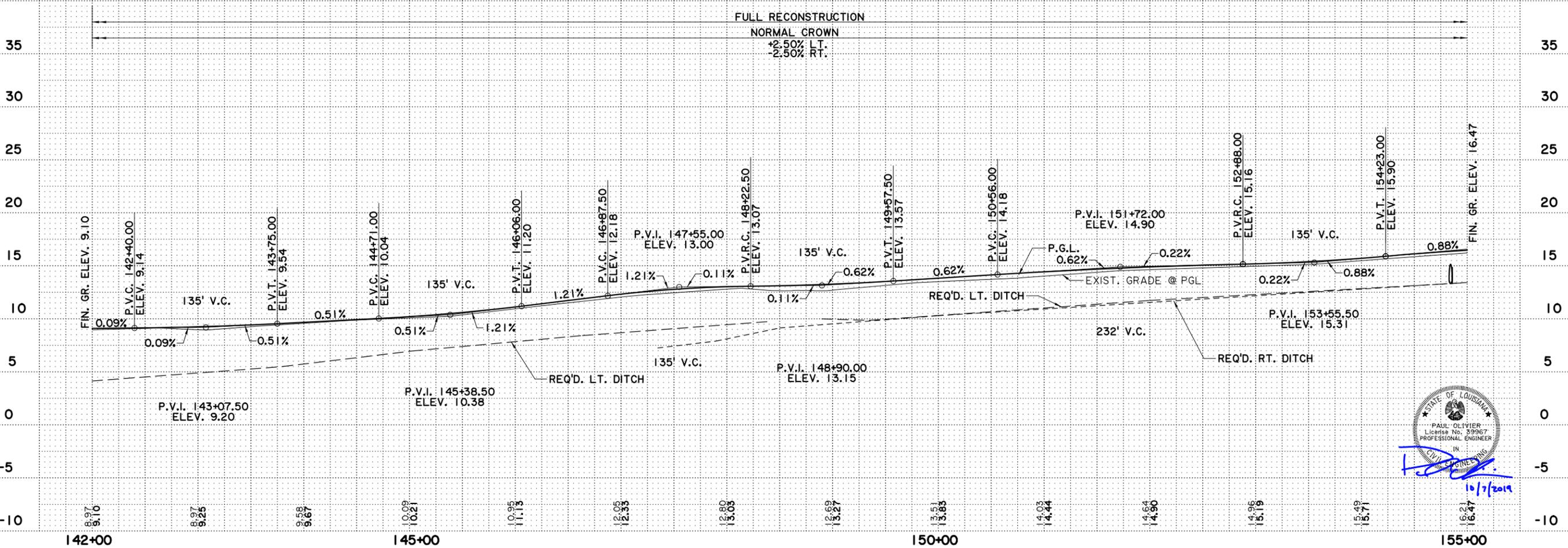
T. BAKER SMITH

FINAL PLANS



ROADWAY GEOMETRY, PROFILE, DRAINAGE, BRIDGE STRUCTURES AND OTHER ROADWAY IMPROVEMENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

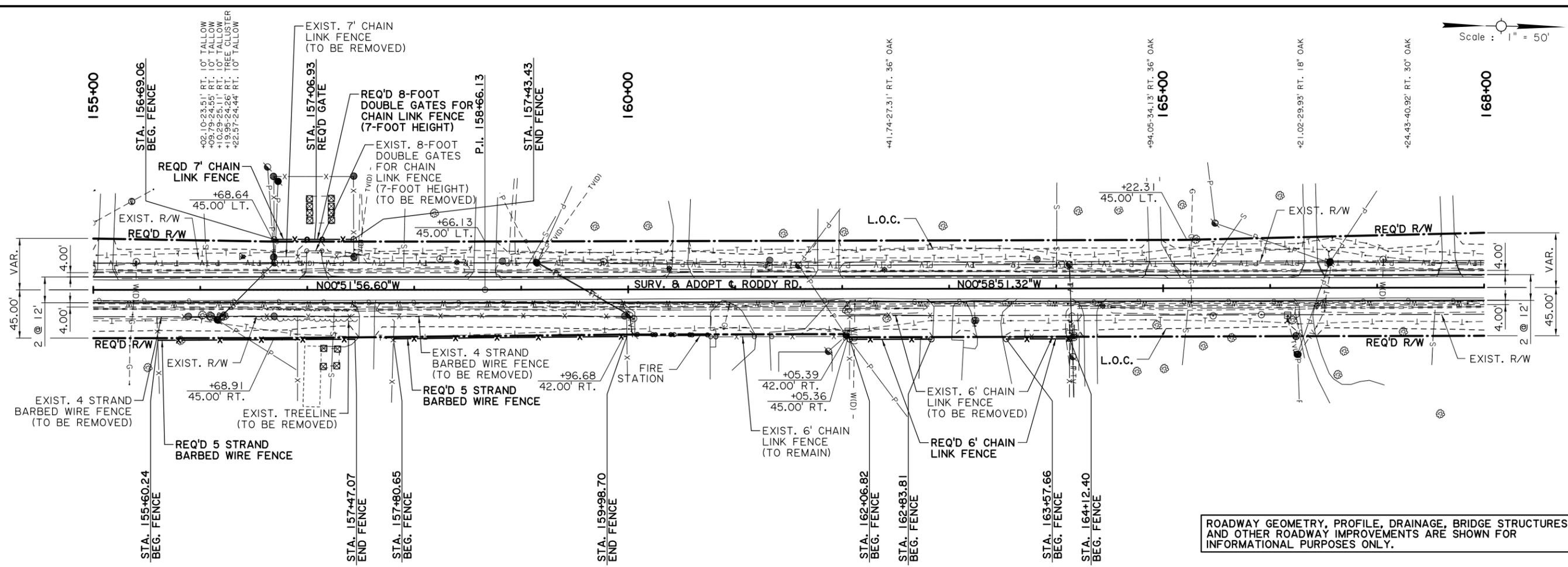
* PAID FOR UNDER ITEM NO. 705-08-02060 (6-FOOT DOUBLE GATES FOR CHAIN LINK FENCE (7-FOOT HEIGHT))
 △ PAID FOR UNDER ITEM NO. 705-08-03060 (8-FOOT DOUBLE GATES FOR CHAIN LINK FENCE (7-FOOT HEIGHT))



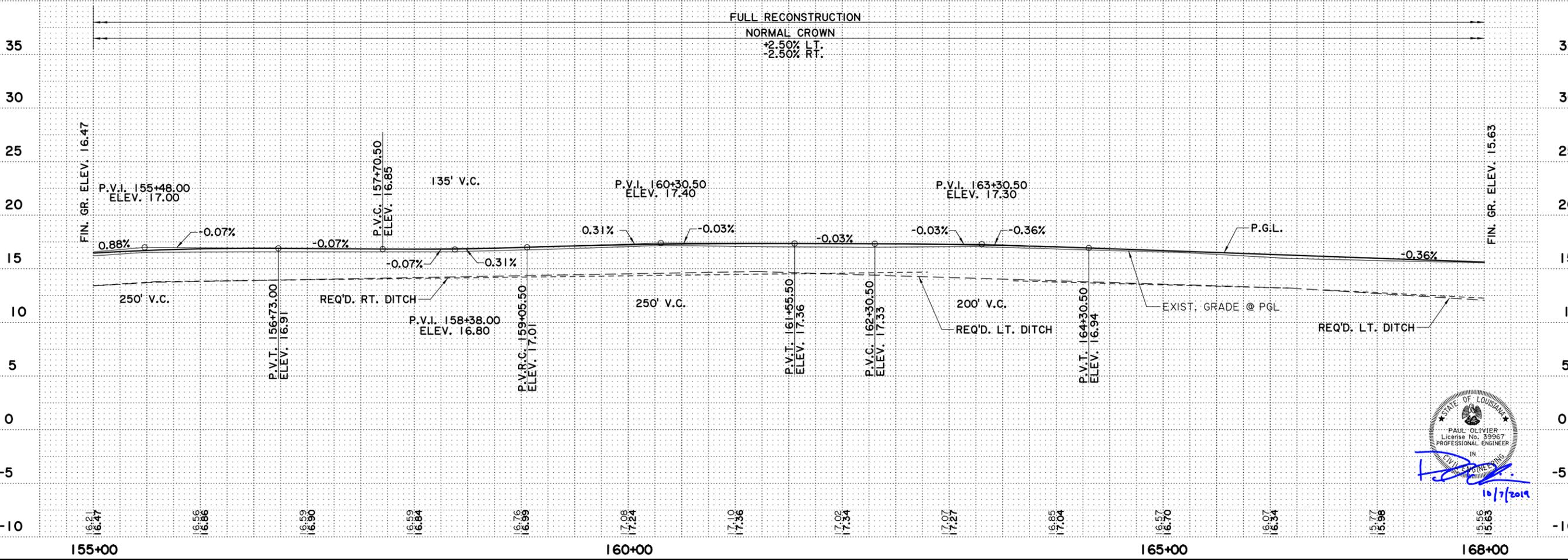
STATE OF LOUISIANA
 PAUL OLIVIER
 License No. 89967
 PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 10/7/2019

DESIGNED	A. FREDERIC	PARISH	ASCENSION	SHEET NUMBER	8
CHECKED	D. HYMEL	CONTROL SECTION			
DETAILED	L. BOURG	PARISH PROJECT	MA-17-01-A		
CHECKED	P. OLIVIER				
SERIES NUMBER	5 OF 7				
REVISION OR CHANGE ORDER					
DESCRIPTION					
NO.					
DATE					
PLAN AND PROFILE RODDY ROAD WIDENING: LA 935 TO LA 621					
T. BAKER SMITH					

FINAL PLANS

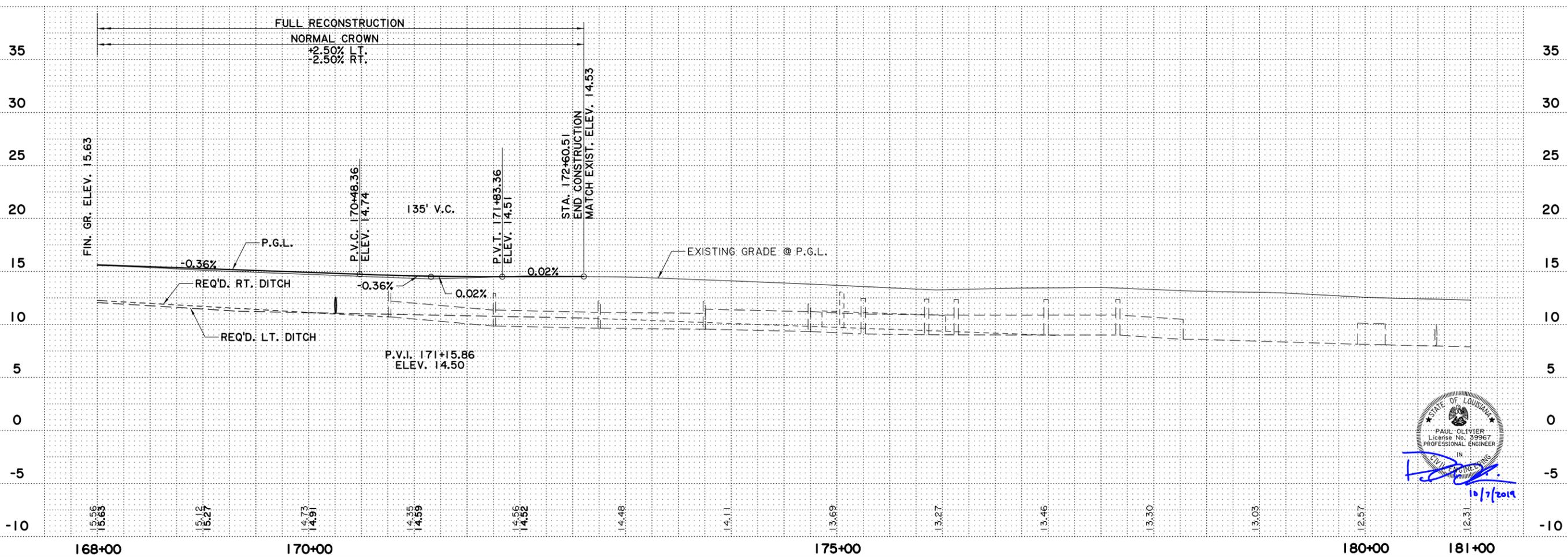
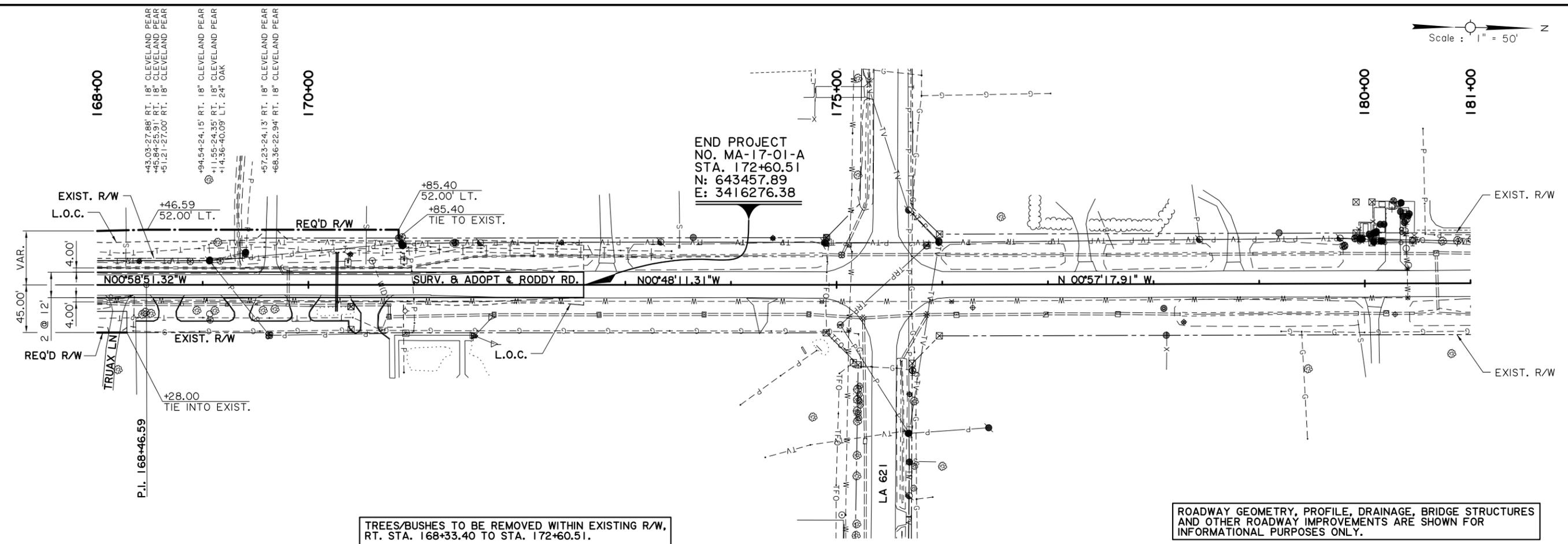


ROADWAY GEOMETRY, PROFILE, DRAINAGE, BRIDGE STRUCTURES AND OTHER ROADWAY IMPROVEMENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.



SHEET NUMBER	9
DESIGNED	A. FREDERIC
CHECKED	D. HYMEL
DRAWN	L. BOURG
CONTROL SECTION	P. OLIVIER
SERIES NUMBER	6 OF 7
REVISION OR CHANGE ORDER	NO. DATE DESCRIPTION
BY	
NO.	
DATE	
	
<p>PLAN AND PROFILE</p>	
<p>RODDY ROAD WIDENING: LA 935 TO LA 621</p>	
	
<p>T. BAKER SMITH</p>	
ASCE	MA-17-01-A

FINAL PLANS



ROADWAY GEOMETRY, PROFILE, DRAINAGE, BRIDGE STRUCTURES AND OTHER ROADWAY IMPROVEMENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

Scale: 1" = 50'

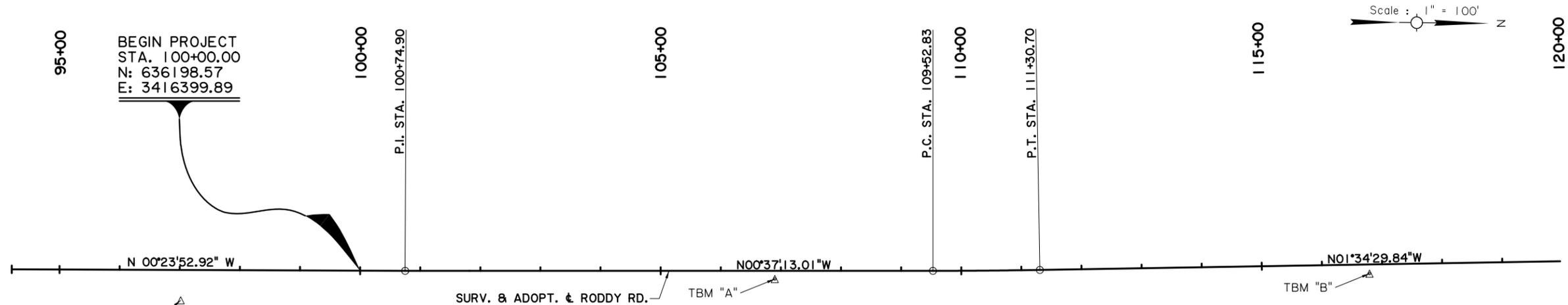
SHEET NUMBER	10
DESIGNED	A. FREDERIC
CHECKED	D. HYMEL
PARISH	ASCENSION
CONTROL SECTION	-
DETAILED	L. BOURG
CHECKED	P. OLIVIER
SERIES NUMBER	7 OF 7
NO.	
DATE	
REVISION OR CHANGE ORDER DESCRIPTION	
BY	

PLAN AND PROFILE

RODDY ROAD WIDENING: LA 935 TO LA 621

T. BAKER SMITH

STATE OF LOUISIANA
PAUL OLIVIER
License No. 89967
PROFESSIONAL ENGINEER
10/7/2019



BEGIN PROJECT
STA. 100+00.00
N: 636198.57
E: 3416399.89

N 00°23'52.92" W

N00°37'13.01"W

N01°34'29.84"W

P.I. STA. 100+74.90

P.C. STA. 109+52.83

P.T. STA. 111+30.70

115+00

120+00



SURV. & ADOPT. & RODDY RD.

TBM "A"

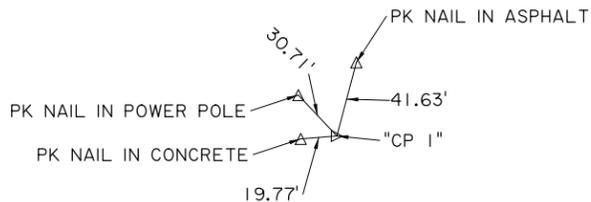
TBM "B"

"CP 1"

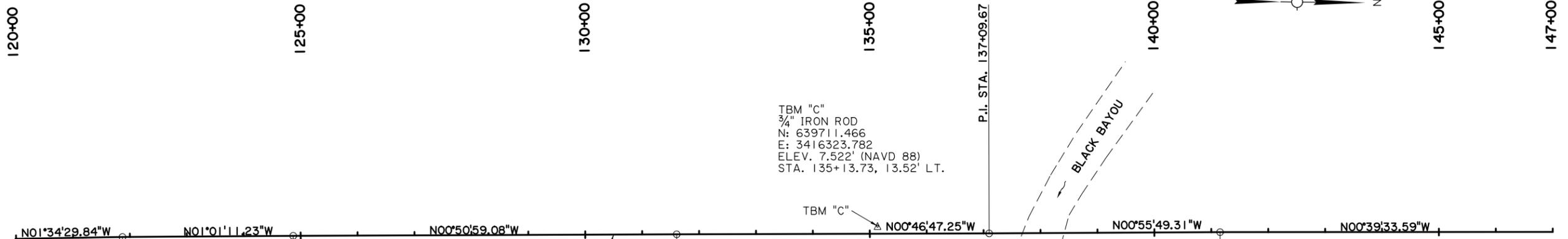
CONTROL POINT "CP 1"
3/4" IRON ROD WITH Δ 2" ALUMINUM DISK
N: 635900.739
E: 3416452.385
ELEV. 10.222' (NAVD 88)
STA. 97+01.82, 50.42' RT.

SURV. & ADOPT
& RODDY ROAD
CURVE DATA
P.I. STA. 110+41.77
Δ = 00°57'16.83"
D = 00°32'12.21"
T = 88.94'
L = 177.87'
R = 10,675.07'

TBM "B"
3/4" IRON ROD
N: 637877.644
E: 3416386.562
ELEV. 8.303' (NAVD 88)
STA. 116+78.96, 17.30' RT.



TBM "A"
3/4" IRON ROD
N: 636888.358
E: 3416406.404
ELEV. 11.018' (NAVD 88)
STA. 106+89.65, 13.68' RT.



N01°34'29.84"W

N01°01'11.23"W

N00°50'59.08"W

N00°46'47.25"W

N00°55'49.31"W

N00°39'33.59"W

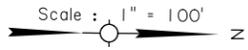
P.I. STA. 121+86.95

P.I. STA. 124+86.92

P.I. STA. 131+60.69

P.I. STA. 137+09.67

P.I. STA. 141+15.41



SURV. & ADOPT. & RODDY RD.

TBM "C"

TBM "D"

"CP 2"

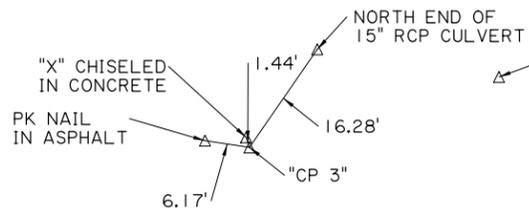
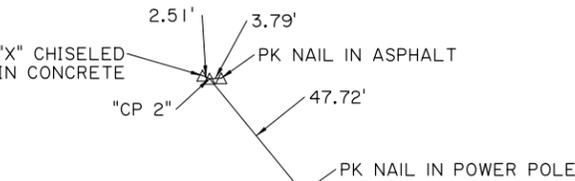
"CP 3"

CONTROL POINT "CP 2"
3/4" IRON ROD WITH Δ 2" ALUMINUM DISK
N: 638671.588
E: 3416484.994
ELEV. 9.420' (NAVD 88)
STA. 124+71.19, 132.64' RT.

CONTROL POINT "CP 3"
3/4" IRON ROD WITH Δ 2" ALUMINUM DISK
N: 640893.011
E: 3416439.543
ELEV. 10.112' (NAVD 88)
STA. 146+93.84, 118.16' RT.

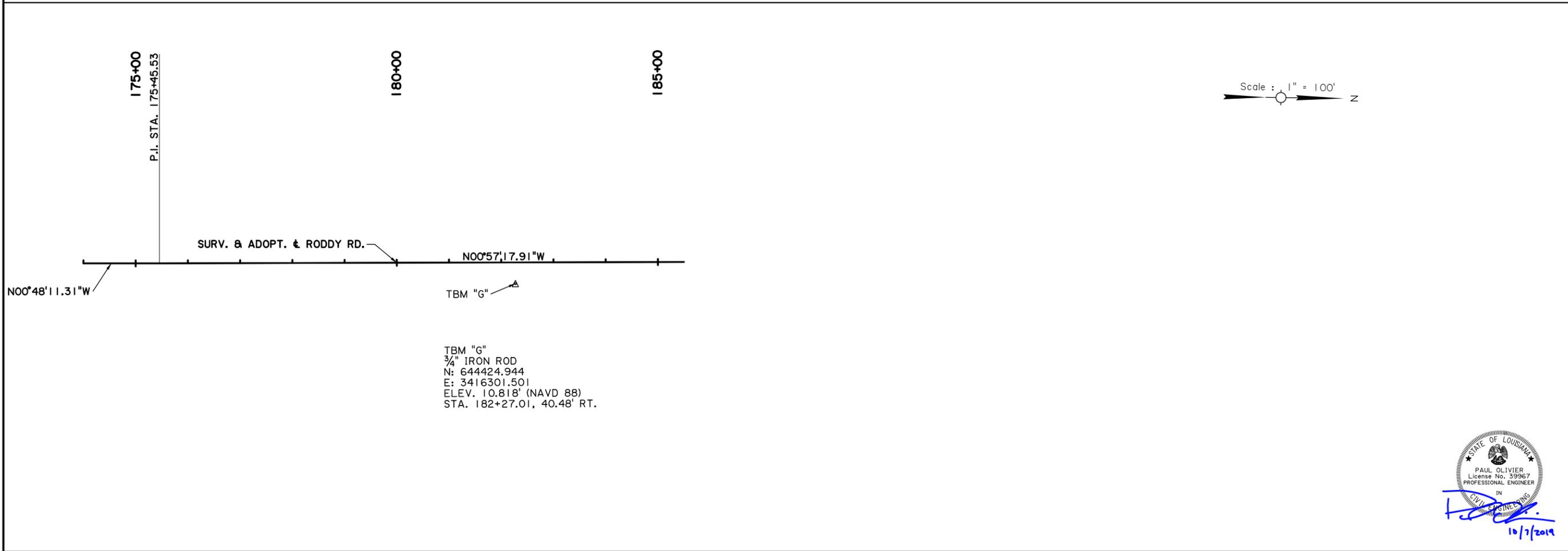
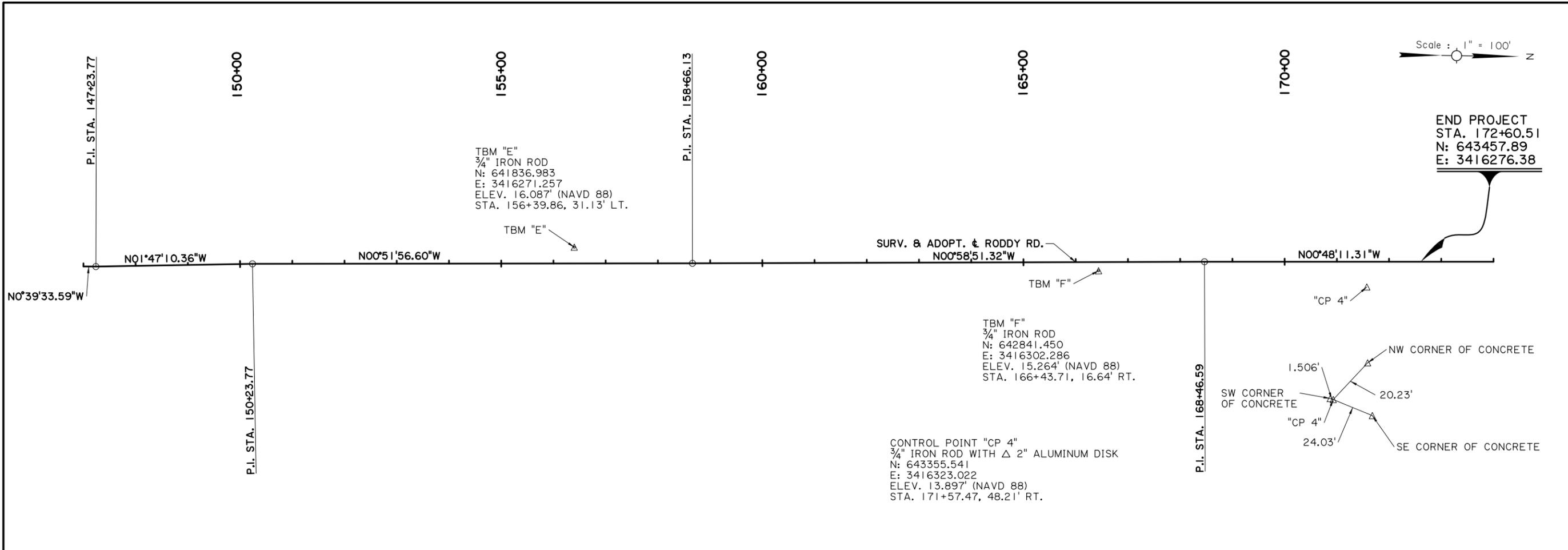
TBM "C"
3/4" IRON ROD
N: 639711.466
E: 3416323.782
ELEV. 7.522' (NAVD 88)
STA. 135+13.73, 13.52' LT.

TBM "D"
3/4" IRON ROD
N: 640303.948
E: 3416355.219
ELEV. 5.427' (NAVD 88)
STA. 142+05.66, 27.02' RT.



SHEET NUMBER	11
DESIGNED	T. AMEDEE
CHECKED	D. HYMEL
PARISH	ASCENSION
CONTROL SECTION	-
Detailed	L. BOURG
Checked	P. OLIVIER
PARISH PROJECT	MA-17-01-A
SERIES NUMBER	1 OF 2
NO.	
DATE	
REVISION OR CHANGE ORDER DESCRIPTION	BY
REFERENCE POINTS & BENCH MARKS RODDY ROAD WIDENING: LA 935 TO LA 621	
T. BAKER SMITH 10/7/2019	

FINAL PLANS



SHEET NUMBER	12
ASCE	ASCE
DESIGNED BY	T. AMEDEE
CHECKED BY	D. HYMEL
PARISH	ASCENSION
CONTROL SECTION	-
DESIGNED BY	L. BOURG
CHECKED BY	P. OLIVIER
PARISH PROJECT	MA-17-01-A
SERIES NUMBER	2 OF 2
REVISION OR CHANGE ORDER	DESCRIPTION
NO.	DATE
BY	

PARISH OF ASCENSION

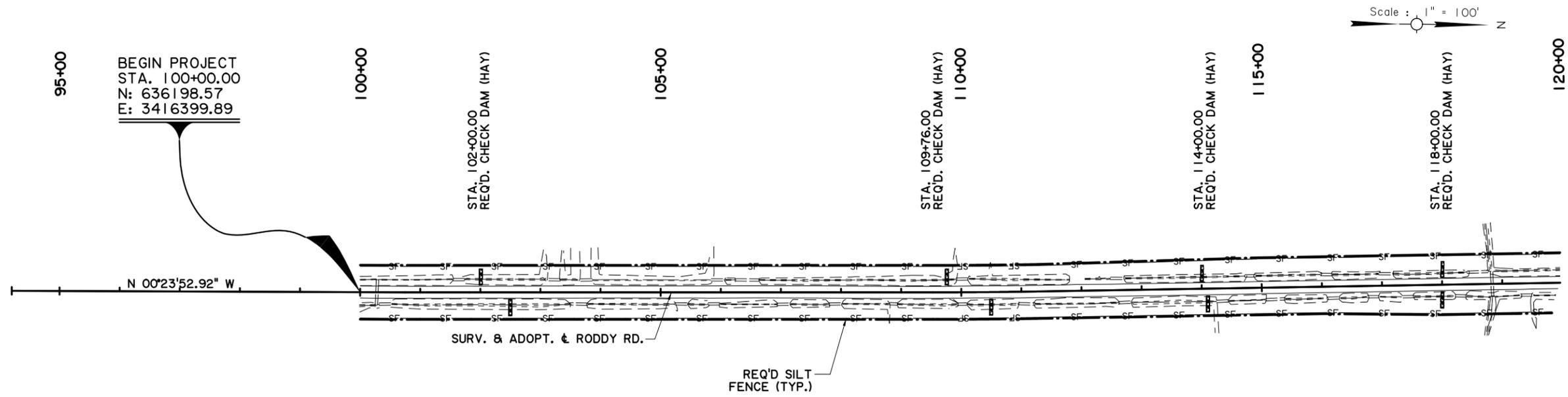
REFERENCE POINTS & BENCH MARKS

RODDY ROAD WIDENING: LA 935 TO LA 621

T. BAKER SMITH

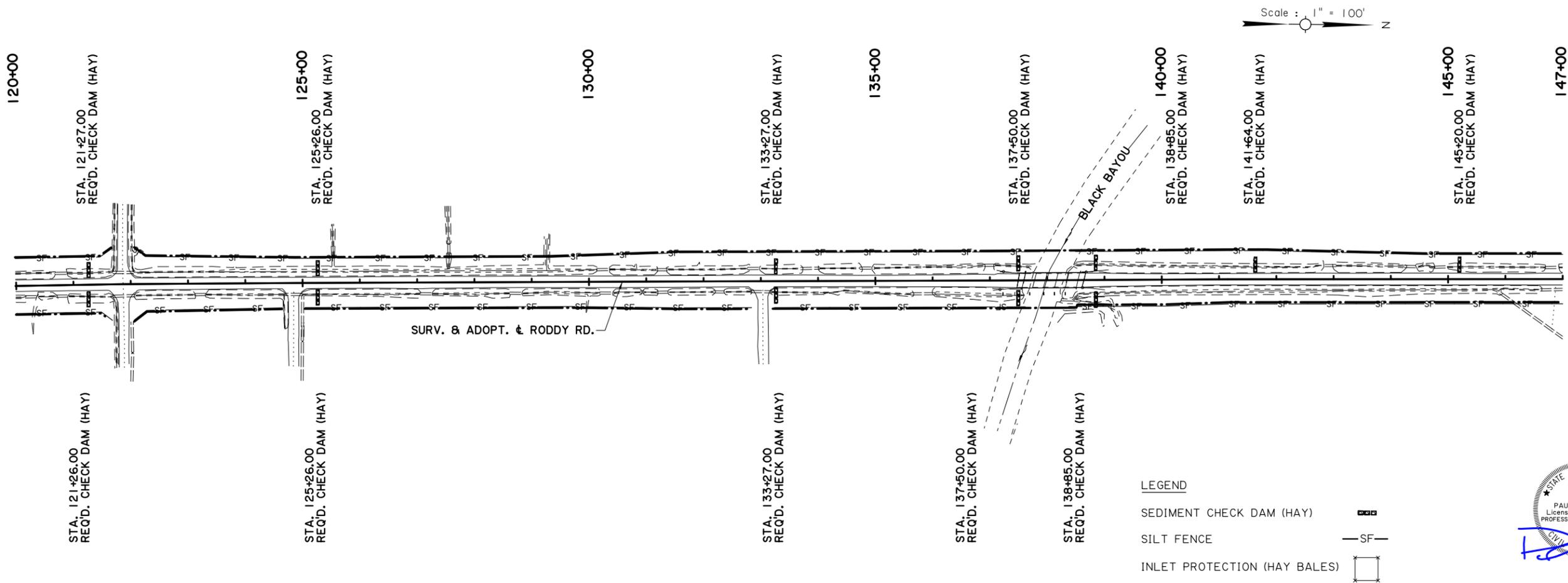
PAUL OLIVIER
License No. 39967
PROFESSIONAL ENGINEER

10/7/2019



EROSION CONTROL NOTES

1. CONTRACTOR SHALL PROVIDE FOR AND MAINTAIN ALL EROSION CONTROL MEASURES AND OTHER DEVICES NECESSARY TO PREVENT SEDIMENT FROM LEAVING THE SITE THROUGHOUT THE DURATION OF THE PROJECT.
2. EROSION CONTROL MEASURES SHOWN IN THESE PLANS SHALL BE CONSIDERED MINIMAL REQUIREMENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BASED UPON SCHEDULE, WORK METHODS OR SITE CONDITIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACTUAL LOCATIONS OF SILT FENCE AND OTHER EROSION CONTROL MEASURES INSTALLATION, SUBJECT TO APPROVAL BY THE PROJECT ENGINEER.



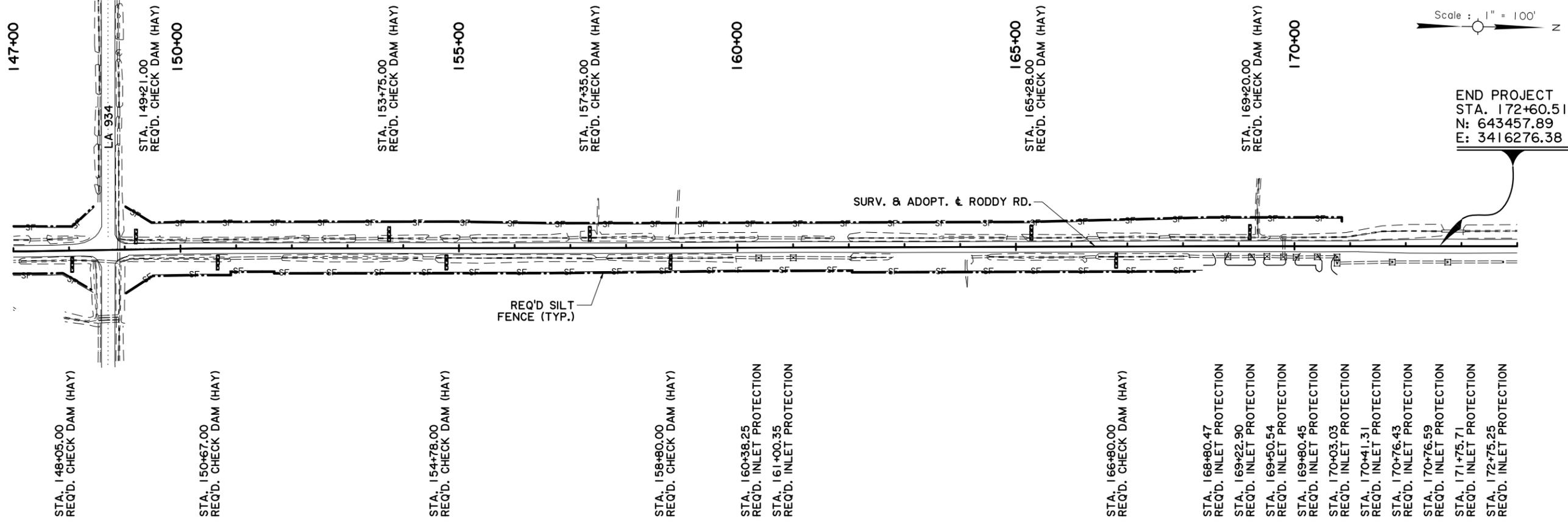
LEGEND

- SEDIMENT CHECK DAM (HAY)
- SILT FENCE
- INLET PROTECTION (HAY BALES)



SHEET NUMBER	13	ASCE	ASCENSION	PARISH	CONTROL SECTION	PARISH PROJECT	MA-17-01-A
DESIGNED	T. AMEDEE	CHECKED	D. HYMEL	DETAILED	L. BOURG	CHECKED	P. OLIVIER
SERIES NUMBER	1 OF 2	REVISION OR CHANGE ORDER DESCRIPTION					
NO.	DATE	BY					
EROSION CONTROL							
RODDY ROAD WIDENING: LA 935 TO LA 621							
T. BAKER SMITH							

FINAL PLANS



LEGEND

- SEDIMENT CHECK DAM (HAY)
- SILT FENCE
- INLET PROTECTION (HAY BALES)

STA. 148+05.00
REQ'D. CHECK DAM (HAY)

STA. 149+21.00
REQ'D. CHECK DAM (HAY)

STA. 150+67.00
REQ'D. CHECK DAM (HAY)

STA. 153+75.00
REQ'D. CHECK DAM (HAY)

STA. 154+78.00
REQ'D. CHECK DAM (HAY)

REQ'D SILT
FENCE (TYP.)

STA. 157+35.00
REQ'D. CHECK DAM (HAY)

STA. 158+80.00
REQ'D. CHECK DAM (HAY)

STA. 160+38.25
REQ'D. INLET PROTECTION
STA. 161+00.35
REQ'D. INLET PROTECTION

STA. 166+80.00
REQ'D. CHECK DAM (HAY)

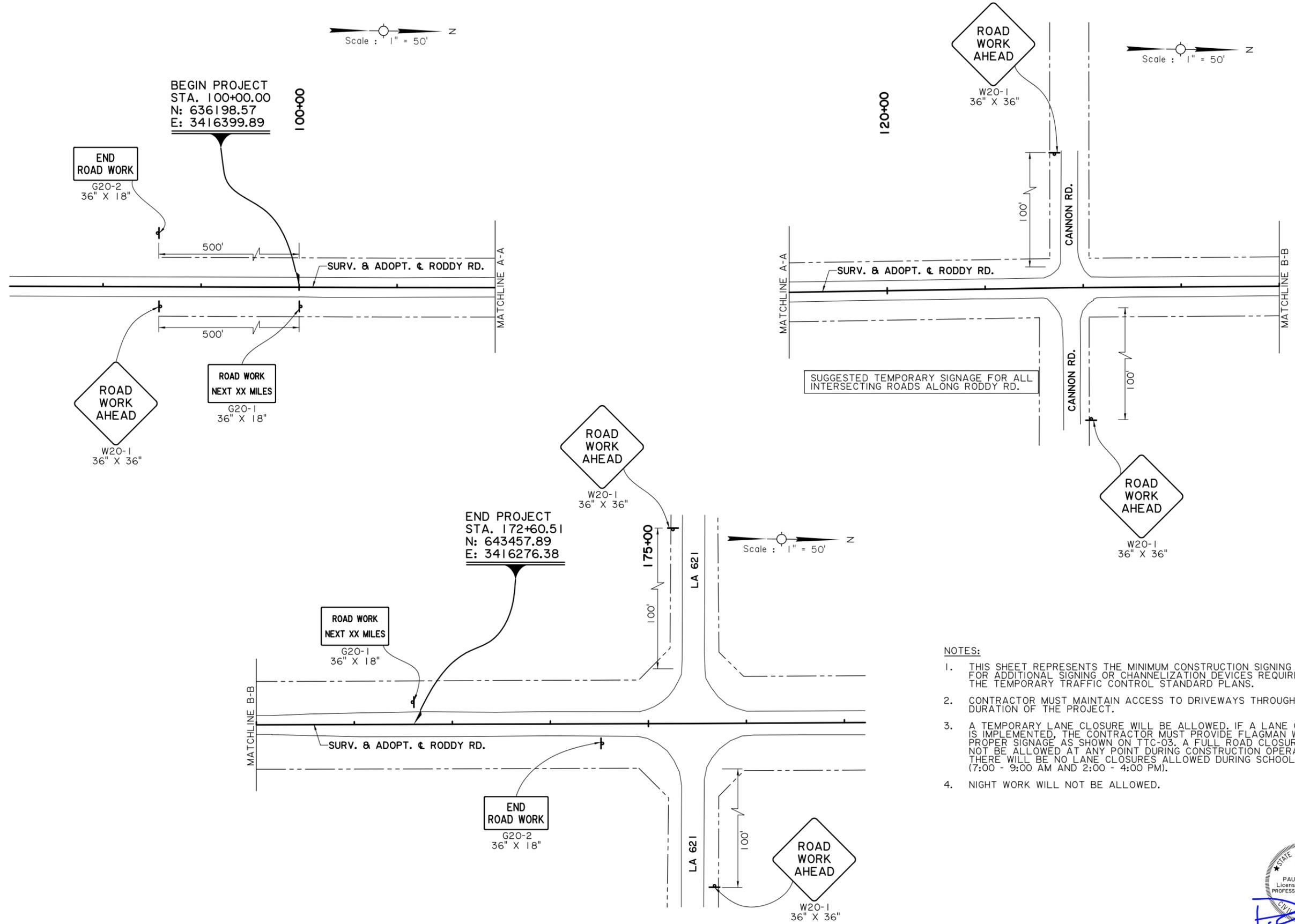
STA. 168+80.47
REQ'D. INLET PROTECTION
STA. 169+22.90
REQ'D. INLET PROTECTION
STA. 169+50.54
REQ'D. INLET PROTECTION
STA. 169+80.45
REQ'D. INLET PROTECTION
STA. 170+03.03
REQ'D. INLET PROTECTION
STA. 170+41.31
REQ'D. INLET PROTECTION
STA. 170+76.43
REQ'D. INLET PROTECTION
STA. 170+76.59
REQ'D. INLET PROTECTION
STA. 171+75.71
REQ'D. INLET PROTECTION
STA. 172+75.25
REQ'D. INLET PROTECTION

Scale : 1" = 100'

END PROJECT
STA. 172+60.51
N: 643457.89
E: 3416276.38



SHEET NUMBER		14	
DESIGNED	T. AMEDEE	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. BOURG	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER	SERIES NUMBER	2 OF 2
REVISION OF CHANGE ORDER DESCRIPTION		NO.	DATE
EROSION CONTROL		RODDY ROAD WIDENING: LA 935 TO LA 621	
T. BAKER SMITH		10/7/2019	



- NOTES:**
1. THIS SHEET REPRESENTS THE MINIMUM CONSTRUCTION SIGNING LAYOUT. FOR ADDITIONAL SIGNING OR CHANNELIZATION DEVICES REQUIRED, SEE THE TEMPORARY TRAFFIC CONTROL STANDARD PLANS.
 2. CONTRACTOR MUST MAINTAIN ACCESS TO DRIVEWAYS THROUGHOUT DURATION OF THE PROJECT.
 3. A TEMPORARY LANE CLOSURE WILL BE ALLOWED, IF A LANE CLOSURE IS IMPLEMENTED, THE CONTRACTOR MUST PROVIDE FLAGMAN WITH THE PROPER SIGNAGE AS SHOWN ON TTC-03. A FULL ROAD CLOSURE WILL NOT BE ALLOWED AT ANY POINT DURING CONSTRUCTION OPERATIONS. THERE WILL BE NO LANE CLOSURES ALLOWED DURING SCHOOL HOURS (7:00 - 9:00 AM AND 2:00 - 4:00 PM).
 4. NIGHT WORK WILL NOT BE ALLOWED.

STATE OF LOUISIANA
 PAUL OLIVIER
 License No. 59967
 PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING
 10/7/2019

SHEET NUMBER	15
DESIGNED	A. FREDERIC
CHECKED	D. HYMEL
PARISH	ASCENSION
CONTROL SECTION	-
DETAILED	L. BOURG
CHECKED	P. OLIVIER
PARISH PROJECT	MA-17-01-A
SERIES NUMBER	1 OF 1
NO.	
DATE	
REVISION OR CHANGE ORDER DESCRIPTION	
BY	

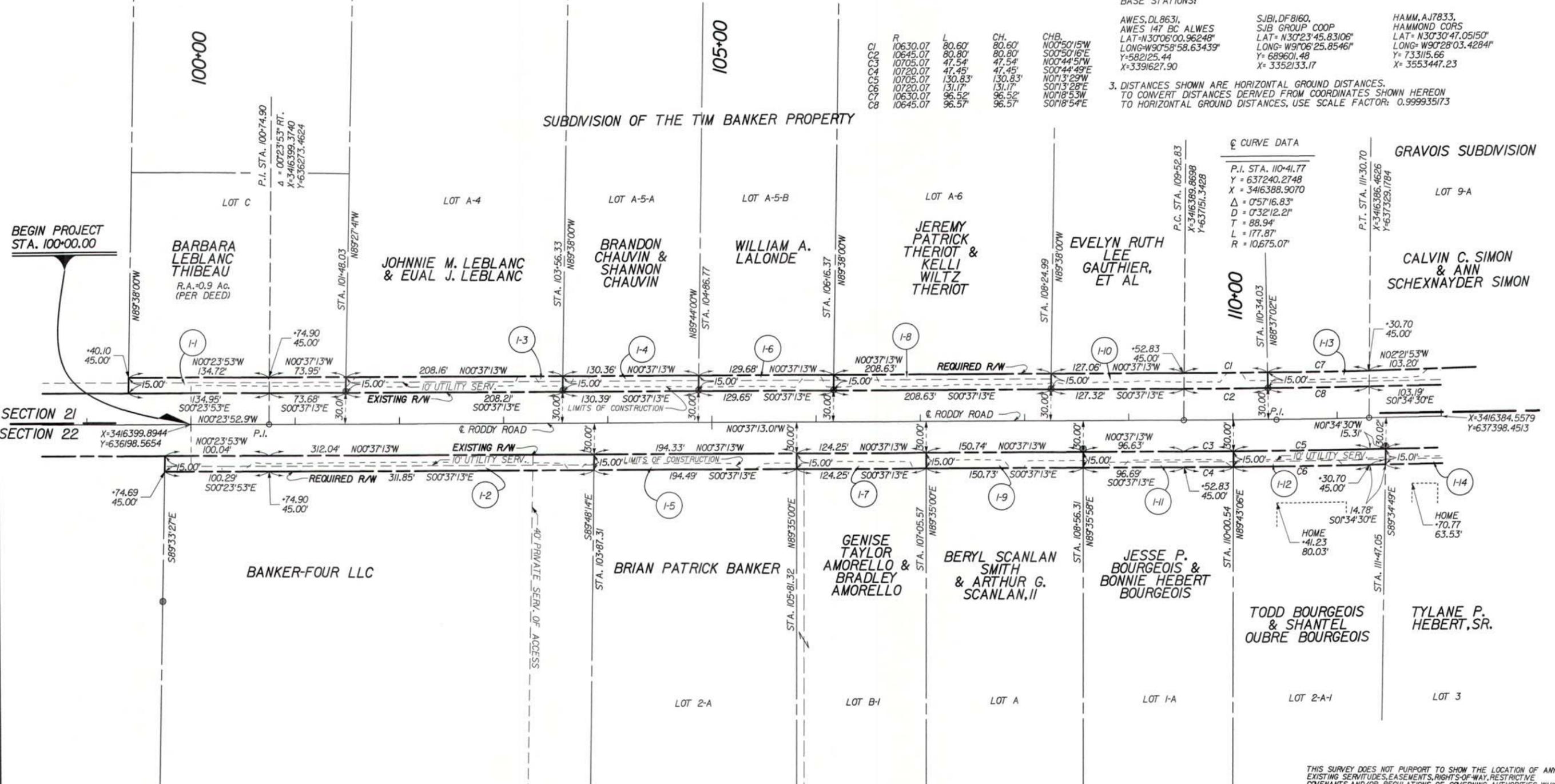
MINIMUM CONSTRUCTION SIGNING LAYOUT

RODDY ROAD WIDENING: LA 935 TO LA 621

T. BAKER SMITH

SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER
 T9S - RE3
 SECTIONS 21 & 22

NOTES:
 1. ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 2. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83 (2011) EPOCH 2010.00) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: 01°52.8"
 BASE STATIONS:
 AWES, DL 8631, AWES 147 BC ALWES
 LAT = N30°06'00.96248"
 LONG = W90°05'58.63439"
 Y = 582125.44
 X = 3391627.90
 SJBI, DF 8160, SJBI GROUP COOP
 LAT = N30°23'45.83106"
 LONG = W91°06'25.85461"
 Y = 689601.48
 X = 3352133.17
 HAMM, AJ 7833, HAMMOND CORS
 LAT = N30°30'47.05150"
 LONG = W90°28'03.42841"
 Y = 733115.66
 X = 3553447.23
 3. DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. TO CONVERT DISTANCES DERIVED FROM COORDINATES SHOWN HEREON TO HORIZONTAL GROUND DISTANCES, USE SCALE FACTOR: 0.999935173



PARCEL	OWNER	ACQUISITION	AREA	ENCUMBERED AREA
I-14	TYLANE P. HEBERT, SR.	INSTR. NO. 659332 JANUARY 26, 2007	0.049 AC.	0.023 AC.
I-13	CALVIN C. SIMON & ANN SCHEXNAYDER SIMON	INSTR. NO. 150243 JUNE 1, 1977	0.070 AC.	0.033 AC.
I-12	TODD BOURGEOIS & SHANTEL OUBRE BOURGEOIS	INSTR. NO. 857004 AUGUST 25, 2014	0.050 AC.	0.034 AC.
I-11	JESSE P. BOURGEOIS & BONNIE HEBERT BOURGEOIS	INSTR. NO. 439460 JUNE 8, 1999	0.050 AC.	0.033 AC.
I-10	EVELYN RUTH LEE GAUTHIER, ET AL	INSTR. NO. 736693 NOVEMBER 17, 2009	0.072 AC.	0.000 AC.
I-9	BERYL SCANLAN SMITH & ARTHUR G. SCANLAN, II	INSTR. NO. 942310 FEBRUARY 20, 2018	0.052 AC.	0.000 AC.
I-8	JEREMY PATRICK THERIOT & KELLI WILTZ THERIOT	INSTR. NO. 833501 AUGUST 23, 2013	0.072 AC.	0.048 AC.
I-7	GENISE TAYLOR AMORELLO & BRADLEY AMORELLO	INSTR. NO. 887509 DECEMBER 9, 2015	0.043 AC.	0.000 AC.
I-6	WILLIAM A. LALONDE	INSTR. NO. 450053 NOVEMBER 2, 1999	0.045 AC.	0.030 AC.
I-5	BRIAN PATRICK BANKER	INSTR. NO. 171511 DECEMBER 19, 1979	0.067 AC.	0.000 AC.
I-4	BRANDON CHAUVIN & SHANNON CHAUVIN	INSTR. NO. 928391 JULY 14, 2017	0.045 AC.	0.030 AC.
I-3	JOHNNIE M. LEBLANC & EUAL J. LEBLANC	INSTR. NO. 210982 MAY 1, 1984	0.072 AC.	0.048 AC.
I-2	BANKER-FOUR, L.L.C.	INSTR. NO. 768588 MARCH 9, 2011	0.142 AC.	0.095 AC.
I-1	BARBARA LEBLANC THIBEAU	INSTR. NO. 250419 OCTOBER 7, 1987	0.072 AC.	0.048 AC.

LEGEND

- EXISTING R/W
- REQUIRED R/W
- RIGHT OF WAY LINE
- EXISTING C. of A.
- REQUIRED C. of A.
- CONTROL OF ACCESS
- EXIST R/W & EXIST C. of A.
- REQD R/W & REQD C. of A.
- RIGHT OF WAY & CONTROL OF ACCESS
- LIMITS OF CONSTRUCTION
- LOT LINE
- APPARENT PROPERTY LINE
- EXISTING SERVITUDE LINE
- SECTION LINE

THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.

SECTION LINE LOCATIONS ARE APPROXIMATE AND WERE NOT LOCATED ON THE GROUND.

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL THAT THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS SET FORTH BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING, THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS D RURAL SURVEYS INDICATED IN THE ABOVE STANDARDS. THIS SURVEY DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY.

Matthew J. Ledet
 License No. 5104
 6/26/18
 PROFESSIONAL LAND SURVEYOR REG. NO. 5104

SHEET NUMBER 17

ASCENSION

COMPUTED BY: S. BOURGEOIS
 CHECKED BY: M. LEDET
 DATE: 6/5/2018
 SCALE: 1"=50'

RIGHT OF WAY MAP
 APG PROJECT NO. MA-17-01
 RODDY RD. WIDENING
 (LA955 - LAGE1)
 ASCENSION PARISH
 RODDY ROAD

T. BAKER SMITH LLC

REVISION DESCRIPTION

6/26/18 REVISION OF PARCEL 1-13
 6/19/18 REVISION OF PARCEL 1-13

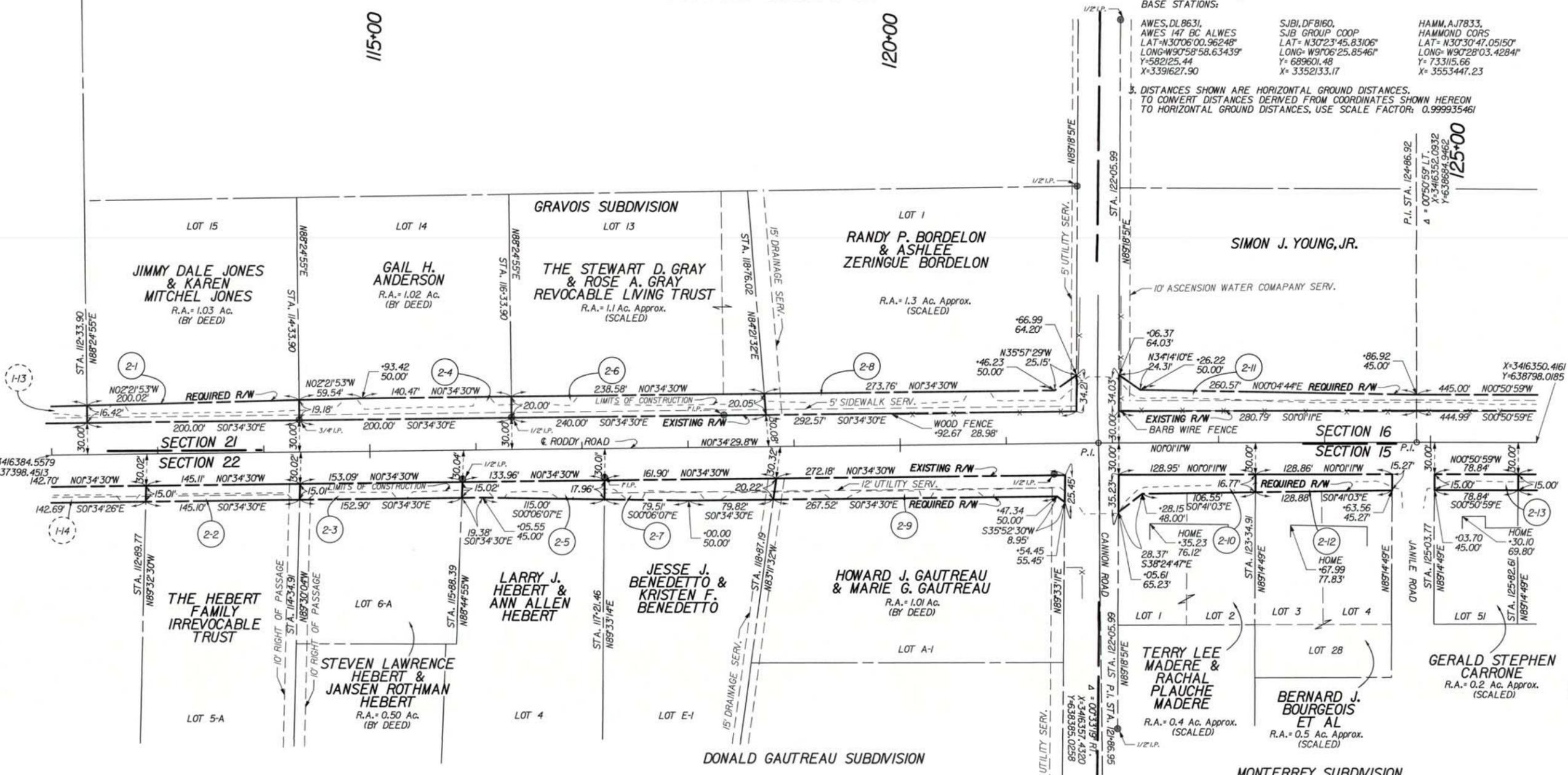
DATE

FILE NO.: MA-17-01 R/W SHEET NO.: 1

SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER T9S - RE3 SECTIONS 15,16,21 & 22

NOTES:
 1. ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 2. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83 (2011) EPOCH 2010.00) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: 01°2'52.7"
 3. DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. TO CONVERT DISTANCES DERIVED FROM COORDINATES SHOWN HEREON TO HORIZONTAL GROUND DISTANCES, USE SCALE FACTOR: 0.999935461

BASE STATIONS:
 AWES, DL8631, SJB, DF8160, HAMM, AJ7833, AWES 147 BC ALWES, SJB GROUP COOP, HAMMOND CORS, LAT=N30°06'00.96248", LONG=W90°58'58.63439", Y=582125.44, X=3391627.90
 SJB, DF8160, SJB GROUP COOP, HAMMOND CORS, LAT=N30°23'45.83106", LONG=W90°25.85461", Y=689601.48, X=3352133.17
 HAMM, AJ7833, HAMMOND CORS, LAT=N30°30'47.05150", LONG=W90°28'03.42841", Y=733115.66, X=3553447.23



PARCEL	OWNER	ACQUISITION	AREA	ENCUMBERED AREA
2-13	GERALD STEPHEN CARRONE	INSTR. NO. 954198 AUGUST 14, 2018 INSTR. NO. 690592 FEBRUARY 26, 2008	0.027 Ac.	0.000 Ac.
2-12	BERNARD J. BOURGEOIS ET AL	INSTR. NO. 842059 JANUARY 8, 2014	0.047 Ac.	0.000 Ac.
2-11	SIMON J. YOUNG, JR.	INSTR. NO. 870780 APRIL 9, 2015	0.270 Ac.	0.171 Ac.
2-10	TERRY LEE MADERE & RACHAL PLAUCHE MADERE	INSTR. NO. 237513 SEPTEMBER 4, 1986	0.056 Ac.	0.000 Ac.
2-9	HOWARD J. GAUTREAU & MARIE G. GAUTREAU	INSTR. NO. 94040 MAY 3, 1968	0.126 Ac.	0.079 Ac.
2-8	RANDY P. BORDELON & ASHLEE ZERINGUE BORDELON	INSTR. NO. 902010 JULY 11, 2016	0.138 Ac.	0.037 Ac.
2-7	JESSE J. BENEDETTO & KRISTEN F. BENEDETTO	INSTR. NO. 900614 JUNE 29, 2016	0.072 Ac.	0.046 Ac.
2-6	THE STEWART D. GRAY & ROSE A. GRAY REVOCABLE LIVING TRUST	INSTR. NO. 666185 APRIL 25, 2007	0.110 Ac.	0.027 Ac.
2-5	LARRY J. HEBERT & ANN ALLEN HEBERT	INSTR. NO. 139119 DECEMBER 23, 1975	0.050 Ac.	0.000 Ac.
2-4	GAIL H. ANDERSON	INSTR. NO. 205309 SEPTEMBER 27, 1983	0.091 Ac.	0.023 Ac.
2-3	STEVEN LAWRENCE HEBERT & JANSEN ROTHMAN HEBERT	INSTR. NO. 716704 FEBRUARY 25, 2009	0.053 Ac.	0.003 Ac.
2-2	THE HEBERT FAMILY IRREVOCABLE TRUST	INSTR. NO. 910650 NOVEMBER 14, 2016	0.050 Ac.	0.035 Ac.
2-1	JIMMY DALE JONES & KAREN MITCHEL JONES	INSTR. NO. 150141 MAY 26, 1977	0.082 Ac.	0.023 Ac.

LEGEND

- EXISTING R/W → RIGHT OF WAY LINE
- EXISTING C. of A. → CONTROL OF ACCESS
- EXIST R/W & EXIST. C. of A. → RIGHT OF WAY & CONTROL OF ACCESS
- REQ'D R/W & REQ'D C. of A. → RIGHT OF WAY & CONTROL OF ACCESS
- LIMITS OF CONSTRUCTION
- LOT LINE
- APPARENT PROPERTY LINE
- EXISTING SERVIDUTE LINE
- SECTION LINE

THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVIDUTES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.

SECTION LINE LOCATIONS ARE APPROXIMATE AND WERE NOT LOCATED ON THE GROUND.

BASE OF BEARING BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE, SURVEY FEET.

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL THAT THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS SET FORTH BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING. THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS D RURAL SURVEYS INDICATED IN THE ABOVE STANDARDS. THIS SURVEY DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY.

MATTHEW J. LEDET
 PROFESSIONAL LAND SURVEYOR REG. NO. 5104
 FILE NO.: MA-17-01 R/W SHEET NO.: 2

SHEET NUMBER	18
COMPUTED BY	S. BOURGEOIS
CHECKED BY	M. LEDET
DATE	6/5/2018
SCALE	1"=50'
PROJECT	APG PROJECT NO. MA-17-01 RODDY RD. WIDENING (LA985 - LAG21) ASCENSION PARISH RODDY ROAD
PARISH	ASCENSION
CONTROL SECTION	S. BOURGEOIS
STATE	LA
DATE	6/5/2018
SCALE	1"=50'
BY	T. BAKER SMITH LLC
REVISION	11/7/18 REVISE PARCEL 2-2, 8, 2-3 10/4/18 REVISE PARCEL 2-11 8/26/18 REVISE CALL ON PARCEL 2-10 6/26/18 REVISE OWNERSHIP OF PARCEL 2-6 6/19/18 REVISE OWNERSHIP OF PARCEL 2-2

9/9/2019 09:26
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 Final Right-of-Way Map

SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER
T9S - RE3
SECTIONS 15 & 16

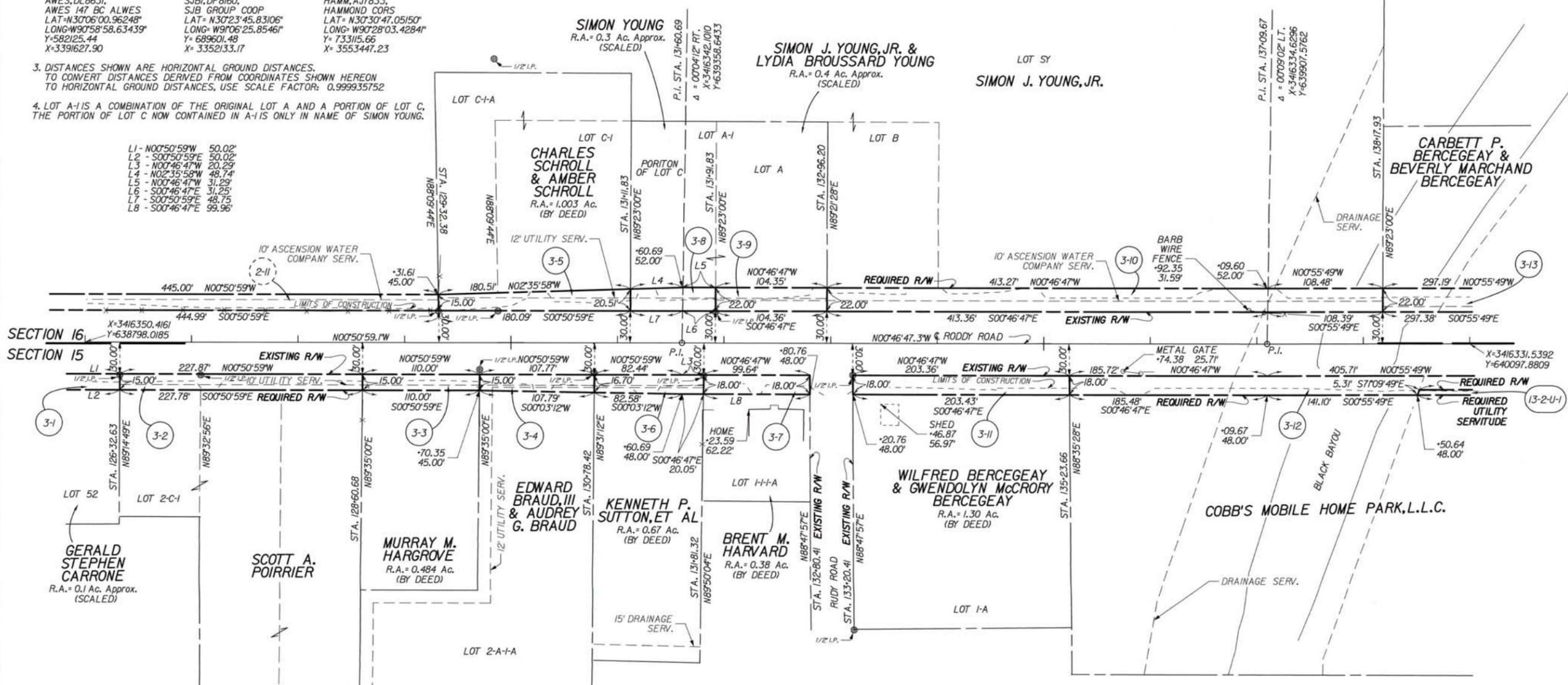
NOTES:
 1. ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 2. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83 (2011) EPOCH 2010.00) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: $012^{\circ}52.6'$

BASE STATIONS:

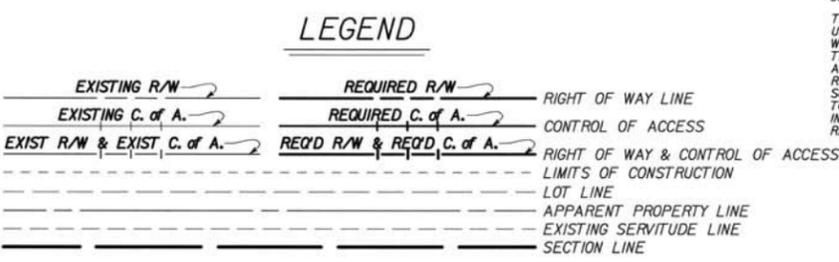
AWES, DL8631, AWES 147 BC ALWES LAT=N30°06'00.96248" LONG=W90°58'58.63439" Y=582125.44 X=3391627.90	SJBI, DF8160, SJB GROUP COOP LAT=N30°23'45.83106" LONG=W90°06'25.8546" Y=689601.48 X=3352133.17	HAMM, AJ7833, HAMMOND CORS LAT=N30°30'47.05150" LONG=W90°28'03.42841" Y=733115.66 X=3553447.23
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3. DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. TO CONVERT DISTANCES DERIVED FROM COORDINATES SHOWN HEREON TO HORIZONTAL GROUND DISTANCES, USE SCALE FACTOR: 0.999935752
 4. LOT A-1 IS A COMBINATION OF THE ORIGINAL LOT A AND A PORTION OF LOT C. THE PORTION OF LOT C NOW CONTAINED IN A-1 IS ONLY IN NAME OF SIMON YOUNG.

L1 - N00°50'59"W 50.02'
 L2 - S00°50'59"E 50.02'
 L3 - N00°46'47"W 20.29'
 L4 - N02°35'58"W 48.74'
 L5 - N00°46'47"W 31.29'
 L6 - S00°50'59"E 48.75'
 L7 - S00°50'59"E 48.75'
 L8 - S00°46'47"E 99.96'



PARCEL	OWNER	ACQUISITION	AREA	ENCUMBERED AREA
3-13	CARBETT P. BERCEGEAY & BEVERLY MARCHAND BERCEGEAY	INSTR. NO. 43603 INSTR. NO. 31438	JANUARY 27, 1955 MAY 7, 1957	0.217 Ac. 0.074 Ac.
3-12-U-1	COBB'S MOBILE HOME PARK, L.L.C.	INSTR. NO. 506431	JANUARY 30, 2002	0.108 Ac. 0.000 Ac.
3-12	WILFRED BERCEGEAY & GWENDOLYN MCCRORY BERCEGEAY	INSTR. NO. 143019	JUNE 28, 1976	0.396 Ac. 0.009 Ac.
3-11	WILFRED BERCEGEAY & GWENDOLYN MCCRORY BERCEGEAY	INSTR. NO. 870780 INSTR. NO. 252413	APRIL 9, 2015 DECEMBER 17, 1987	0.264 Ac. 0.148 Ac.
3-9	SIMON J. YOUNG, JR. & LYDIA BROUSSARD YOUNG	INSTR. NO. 252413	DECEMBER 17, 1987	0.053 Ac. 0.029 Ac.
3-8	SIMON YOUNG	INSTR. NO. 952518	JULY 20, 2018	0.040 Ac. 0.029 Ac.
3-7	BRENT M. HARVARD	INSTR. NO. 862613	NOVEMBER 20, 2014	0.041 Ac. 0.000 Ac.
3-6	KENNETH P. SUTTON, ET AL	INSTR. NO. 731264	AUGUST 27, 2009	0.041 Ac. 0.028 Ac.
3-5	CHARLES SCHROLL & AMBER SCHROLL	INSTR. NO. 898033 INSTR. NO. 952518	MAY 27, 2016 JULY 20, 2018	0.073 Ac. 0.050 Ac.
3-4	EDWARD BRAUD, III & AUDREY G. BRAUD	INSTR. NO. 858671	SEPTEMBER 13, 2014	0.039 Ac. 0.030 Ac.
3-3	MURRAY M. HARGROVE	INSTR. NO. 379764	SEPTEMBER 30, 1996	0.038 Ac. 0.025 Ac.
3-2	SCOTT A. POIRRIER	INSTR. NO. 886471	NOVEMBER 20, 2015	0.078 Ac. 0.052 Ac.
3-1	GERALD STEPHEN CARRONE	INSTR. NO. 690592	FEBRUARY 26, 2008	0.017 Ac. 0.000 Ac.



THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.
 SECTION LINE LOCATIONS ARE APPROXIMATE AND WERE NOT LOCATED ON THE GROUND.
 BASIS OF BEARING BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE, SURVEY FEET.
 THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL THAT THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS SET FORTH BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING, THE ACCURACY SPECIFICATIONS, AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS D RURAL SURVEYS INDICATED IN THE ABOVE STANDARD. THIS SURVEY DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY.

MATTHEW J. LEDET
 PROFESSIONAL LAND SURVEYOR REG. NO. 5104
 9/9/2019

SHEET NUMBER	19
COMPUTED BY	S. BOURGEOIS
CHECKED BY	M. LEDET
DATE	6/5/2018
SCALE	1"=50'
PROJECT	ASCENSION
PARISH	ASCENSION
CONTROL SECTION	S. BOURGEOIS
STATE	LA

RIGHT OF WAY MAP
 APG PROJECT NO. MA-17-01
 RODDY RD. WIDENING
 (LA935 - LA621)
 ASCENSION PARISH
 RODDY ROAD

T. BAKER
 SMITH
 LLC

MJL	ADD 5' UTILITY SERV. & REVISE R/W
MJL	REVISE PARCEL 3-5, 3-8, & 3-9
MJL	REVISE PARCEL 3-12 & 3-13
MJL	REVISE PARCEL 2-11, 3-5, 3-8
MJL	REVISE REMAINING ACREAGE OF PARCEL 3-10
MJL	REVISE ACREAGE OF PARCEL 3-10

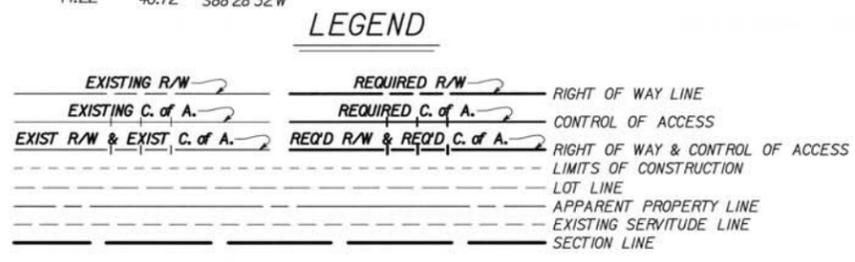
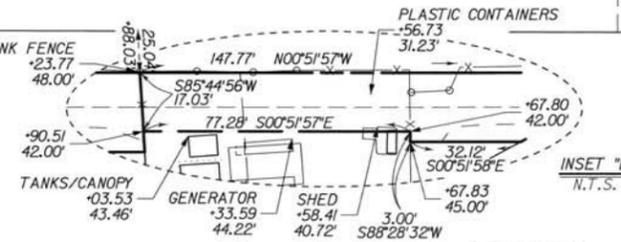
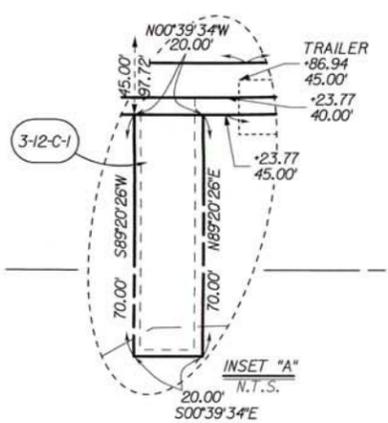
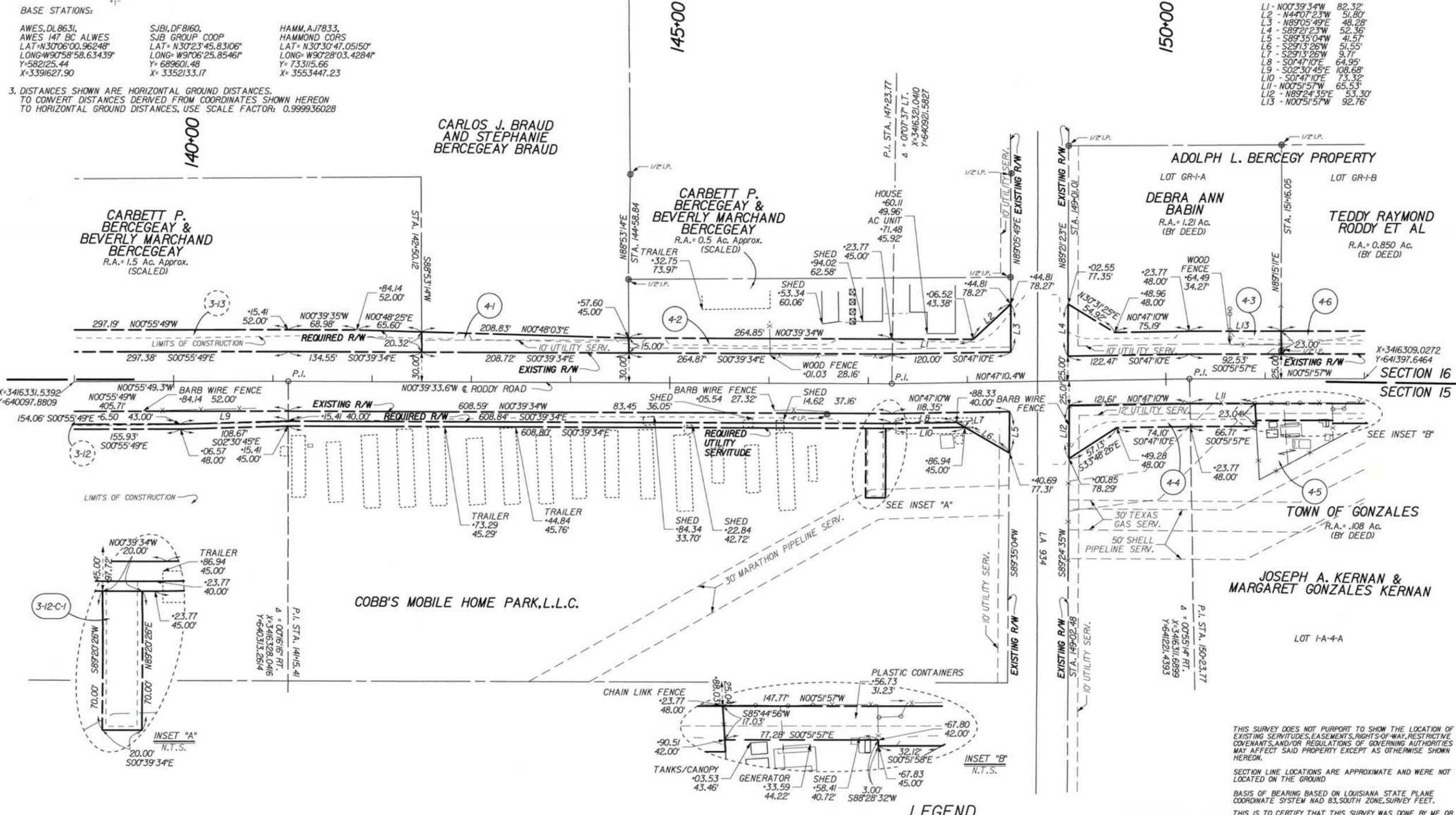
FILE NO.: MA-17-01
 R/W SHEET NO.: 3

09:41
 9/9/2019
 Final Right-of-Way Map
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SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER T9S - RE3 SECTIONS 15 & 16

NOTES:
 1. ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 2. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83 (2011) EPOCH 2010.00) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: 012°52.5'
 BASE STATIONS:
 AWES, DL8631, SJB1, DF8160, HAMM, AJ7833
 AWES 147 BC ALWES, SJB GROUP COOP, HAMMOND CORRS
 LAT = N30°06'00.96248" E, LAT = N30°23'45.83106" E, LAT = N30°30'47.05150" E
 LONG = W90°58'58.63439" W, LONG = W90°06'25.85461" W, LONG = W90°28'03.42841" W
 Y = 582125.44, Y = 689601.48, Y = 733115.66
 X = 3391627.90, X = 3352133.17, X = 3553447.23
 3. DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. TO CONVERT DISTANCES DERIVED FROM COORDINATES SHOWN HEREON TO HORIZONTAL GROUND DISTANCES, USE SCALE FACTOR: 0.999936028

L1 - N00°39'34"W 82.32'
 L2 - N44°07'23"W 51.80'
 L3 - N89°05'49"E 48.28'
 L4 - S89°21'23"W 52.36'
 L5 - S89°35'04"W 41.57'
 L6 - S29°13'26"W 51.55'
 L7 - S29°13'26"W 31.71'
 L8 - S01°47'10"E 64.95'
 L9 - S02°30'45"E 108.68'
 L10 - S01°47'10"E 73.32'
 L11 - N00°51'57"W 65.53'
 L12 - N89°24'35"E 53.30'
 L13 - N00°51'57"W 92.76'



THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.
 SECTION LINE LOCATIONS ARE APPROXIMATE AND WERE NOT LOCATED ON THE GROUND.
 BASIS OF BEARING BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE, SURVEY FEET.
 THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS SET FORTH BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING. THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS D RURAL SURVEYS INDICATED IN THE ABOVE STANDARDS. THIS SURVEY DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY.

MATTHEW J. LEDET
 PROFESSIONAL LAND SURVEYOR, REG. NO. 5104

PARCEL	OWNER	ACQUISITION	AREA	ENCUMBERED AREA
4-6	TEDDY RAYMOND RODDY ET AL	INSTR. NO. 804703 AUGUST 8, 2012	0.091 Ac.	0.072 Ac.
4-5	TOWN OF GONZALES	INSTR. NO. 114790 MARCH 17, 1972	0.054 Ac.	0.032 Ac.
4-4	JOSEPH A. KERNAN & MARGARET GONZALES KERNAN	INSTR. NO. 478993 JANUARY 19, 2001	0.116 Ac.	0.128 Ac.
4-3	DEBRA ANN BABIN	INSTR. NO. 470498 AUGUST 29, 2000	0.129 Ac.	0.058 Ac.
4-2	CARBETT P. BERCEGEAY & BEVERLY MARCHAND BERCEGEAY	C.O.B. 123 PG. 69 MAY 7, 1957	0.145 Ac.	0.044 Ac.
4-1	CARLOS J. BRAUD & STEPHANIE BERCEGEAY BRAUD	INSTR. NO. 488853 JUNE 7, 2001	0.085 Ac.	0.059 Ac.
3-12-C-1	COBB'S MOBILE HOME PARK, L.L.C.	INSTR. NO. 506431 JANUARY 30, 2002	0.032 Ac.	0.004 Ac.

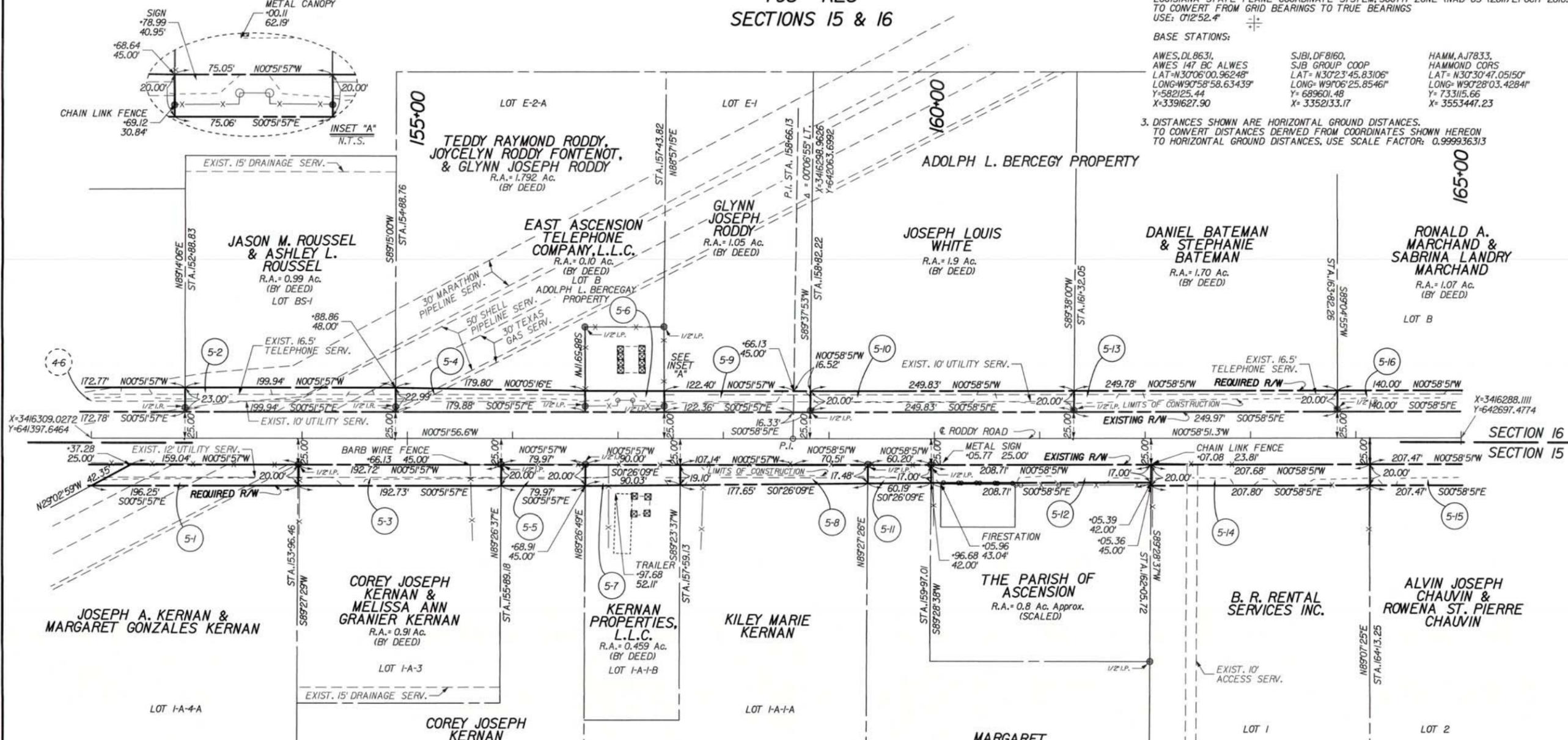
SHEET NUMBER	20
COMPUTED BY	M. LEDET
CHECKED BY	M. LEDET
DATE	6/5/2018
SCALE	1"=50'
PROJECT	APG PROJECT NO. MA-17-01
SECTION	RODDY RD. WIDENING (LA935 - LAG21)
PARISH	ASCENSION
CONTROL	ASCENSION
STATE	ASCENSION
REVISION DESCRIPTION	ADD 5' UTILITY SERV. & REVISE R/W
DATE	9/5/19
DATE	10/4/18
DATE	8/10/18
DATE	6/19/18
DATE	

11/7/2018 13:38
 Final Right-of-Way Map
 P:\Y-2017\2017-0822\Dwg\Task Order No. 1\Topo Survey\Parcels\Final Maps\Sheet 5.dgn

SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER T9S - RE3 SECTIONS 15 & 16

NOTES:
 1. ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 2. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83 (2011) EPOCH 2010.00) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: $01^{\circ}2'52.4''$
 BASE STATIONS:
 AWES, DL8631, SJB, DFB160, HAMM, AJ7833, AWES 147 BC ALWES, SJB GROUP COOP, HAMMOND CORRS
 LAT = $N30^{\circ}06'00.96248''$, LAT = $N30^{\circ}23'45.83106''$, LAT = $N30^{\circ}30'47.05150''$
 LONG = $W90^{\circ}58'58.63439''$, LONG = $W90^{\circ}06'25.85461''$, LONG = $W90^{\circ}28'03.42841''$
 Y = 582125.44, Y = 689601.48, Y = 733155.66
 X = 3391627.90, X = 3352133.17, X = 3553447.23

3. DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. TO CONVERT DISTANCES DERIVED FROM COORDINATES SHOWN HEREON TO HORIZONTAL GROUND DISTANCES, USE SCALE FACTOR: 0.999936313



PARCEL	OWNER	ACQUISITION	AREA	ENCUMBERED AREA
5-16	RONALD A. MARCHAND & SABRINA LANDRY MARCHAND	INSTR. NO. 623176 DECEMBER 6, 2005	0.064 Ac.	0.053 Ac.
5-15	ALVIN JOSEPH CHAUVIN & ROWENA ST. PIERRE CHAUVIN	INSTR. NO. 201616 MAY 4, 1983	0.095 Ac.	0.000 Ac.
5-14	B. R. RENTAL SERVICES INC.	INSTR. NO. 666471 APRIL 27, 2007	0.095 Ac.	0.005 Ac.
5-13	DANIEL BATEMAN & STEPHANIE BATEMAN	INSTR. NO. 519434 JULY 9, 2002	0.115 Ac.	0.095 Ac.
5-12	THE PARISH OF ASCENSION	INSTR. NO. 475536 NOVEMBER 14, 2000	0.081 Ac.	0.000 Ac.
5-11	MARGARET GONZALES KERNAN	INSTR. NO. 949737 JUNE 7, 2018 INSTR. NO. 715219 FEBRUARY 4, 2009	0.024 Ac.	0.019 Ac.
5-10	JOSEPH LOUIS WHITE	INSTR. NO. 788868 JANUARY 3, 2012	0.115 Ac.	0.095 Ac.
5-9	GLYNN JOSEPH RODDY	INSTR. NO. 502702 DECEMBER 13, 2001	0.064 Ac.	0.052 Ac.
5-8	KILEY MARIE KERNAN	INSTR. NO. 478994 JANUARY 19, 2001	0.074 Ac.	0.049 Ac.
5-7	KERNAN PROPERTIES, L.L.C.	INSTR. NO. 938698 DECEMBER 18, 2017	0.040 Ac.	0.025 Ac.
5-6	EAST ASCENSION TELEPHONE COMPANY, L.L.C.	INSTR. NO. 295672 NOVEMBER 5, 1991	0.034 Ac.	0.000 Ac.
5-5	COREY JOSEPH KERNAN	INSTR. NO. 478996 JANUARY 19, 2001	0.037 Ac.	0.022 Ac.
5-4	TEDDY RAYMOND RODDY, JOYCELYN RODDY FONTENOT, & GLYNN JOSEPH RODDY	INSTR. NO. 794680 MARCH 29, 2012	0.089 Ac.	0.074 Ac.
5-3	COREY JOSEPH KERNAN & MELISSA ANN GRANIER KERNAN	INSTR. NO. 746728 APRIL 29, 2010	0.088 Ac.	0.053 Ac.
5-2	JASON M. ROUSSEL & ASHLEY L. ROUSSEL	INSTR. NO. 867851 FEBRUARY 24, 2015	0.106 Ac.	0.105 Ac.
5-1	JOSEPH A. KERNAN & MARGARET GONZALES KERNAN	INSTR. NO. 478993 JANUARY 19, 2001	0.082 Ac.	0.069 Ac.

JOSEPH KERNAN, ET ALS KERNAN
 MARGARET GONZALES KERNAN
 LOT 2-A-1A

55.29 ACRE TRACT
 SUBDIVISION

THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.
 SECTION LINE LOCATIONS ARE APPROXIMATE AND WERE NOT LOCATED ON THE GROUND.
 BASIS OF BEARING BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE, SURVEY FEET.

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS SET FORTH BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING. THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS D RURAL SURVEYS INDICATED IN THE ABOVE STANDARDS. THIS SURVEY DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY.

MATTHEW J. LESET
 PROFESSIONAL LAND SURVEYOR REG. NO. 5104
 FILE NO.: MA-17-01 R/W SHEET NO.: 5

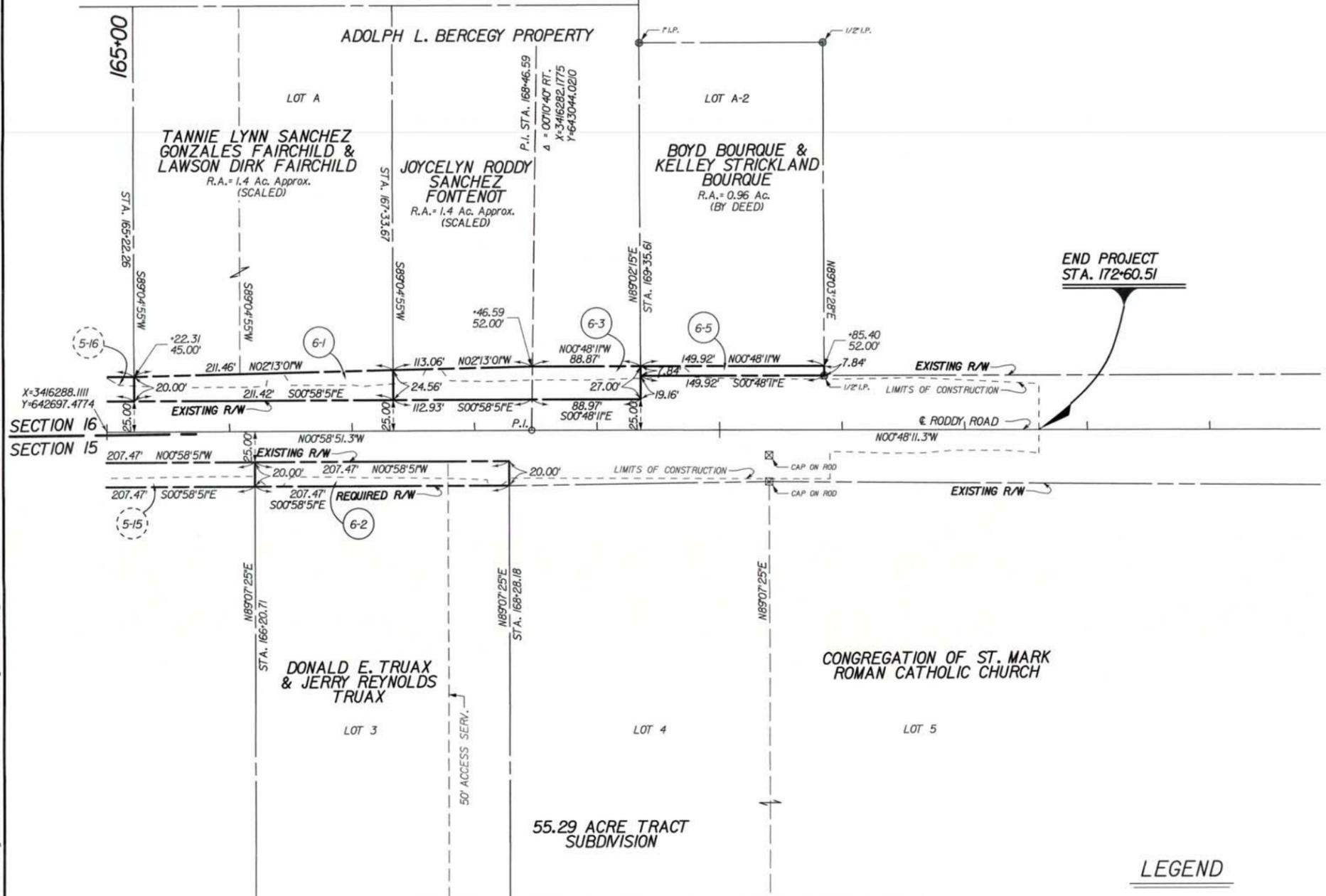


SHEET NUMBER	21
PROJECT	ASCENSION
COMPUTED BY	S. BOURGEOIS
CHECKED BY	M. LEDET
DATE	6/5/2018
SCALE	1"=50'
RIGHT OF WAY MAP	APG PROJECT NO. MA-17-01
RODDY RD. WIDENING (LAG25 - LAG21)	ASCENSION PARISH
RODDY ROAD	RODDY ROAD
T. BAKER SMITH LLC	
REVISION	
11/7/18	REVISE PARCEL 15-14 & 15-15
10/4/18	REVISE PARCEL 5-1
6/26/18	REVISE OWNERSHIP OF PARCEL 5-15
6/19/18	REVISE ACREAGE OF PARCEL

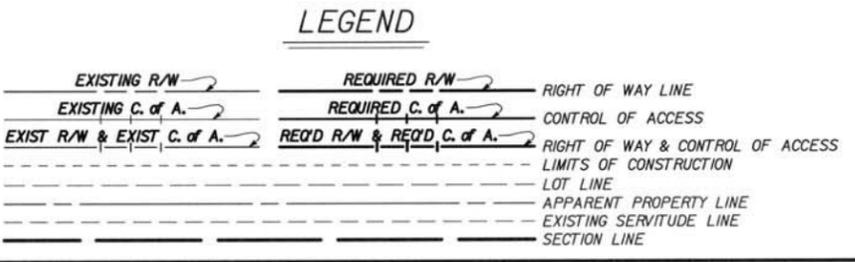
11/7/2018 14:18
 Final Right-of-Way Map
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SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER T9S - RE3 SECTIONS 15 & 16

NOTES:
 1. ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 2. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83 (2011) EPOCH 2010.00) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: 0°12'52.3"
 BASE STATIONS:
 AWES, DL8631, AWES 147 BC ALWES
 LAT= N30°06'00.96248"
 LONG= W90°58'58.63439"
 Y= 582125.44
 X= 3391627.90
 SJB1, DFB160, SJB GROUP COOP
 LAT= N30°23'45.83106"
 LONG= W90°06'25.85461"
 Y= 689601.48
 X= 3352133.17
 HAMM, AJ7833, HAMMOND CO RS
 LAT= N30°30'47.05150"
 LONG= W90°28'03.42841"
 Y= 733115.66
 X= 3553447.23
 3. DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. TO CONVERT DISTANCES DERIVED FROM COORDINATES SHOWN HEREON TO HORIZONTAL GROUND DISTANCES, USE SCALE FACTOR: 0.999936541



PARCEL	OWNER	ACQUISITION	AREA	ENCUMBERED AREA
6-5	BOYD BOURQUE & KELLEY STRICKLAND BOURQUE	INSTR. NO. 494169 AUGUST 16, 2001	0.027 Ac.	0.000 Ac.
6-4	CONGREGATION OF ST. MARK ROMAN CATHOLIC CHURCH	DELETED		
6-3	JOYCELYN RODDY SANCHEZ FONTENOT	INSTR. NO. 148401 MARCH 18, 1977	0.122 Ac.	0.000 Ac.
6-2	DONALD E. TRUAX & JERRY REYNOLDS TRUAX	INSTR. NO. 120655 MARCH 13, 1973	0.095 Ac.	0.000 Ac.
6-1	TANNIE LYNN SANCHEZ GONZALES FAIRCHILD & LAWSON DIRK FAIRCHILD	INSTR. NO. 550438 JULY 21, 2003	0.108 Ac.	0.000 Ac.



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SECTION LINE LOCATIONS ARE APPROXIMATE AND WERE NOT LOCATED ON THE GROUND.

BASIS OF BEARING BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE, SURVEY FEET.

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MATTHEW J. LEDET
 PROFESSIONAL LAND SURVEYOR REG. NO. 5104

SHEET NUMBER	22	ASCENSION	
COMPUTED	S. BOURGEOIS	PARISH	CONTROL SECTION
CHECKED	M. LEDET	STATE	PROJECT
DATE	6/5/2018	SCALE	1"=50'

RIGHT OF WAY MAP
 APG PROJECT NO. MA-17-01
 RODDY RD. WIDENING
 (LA935 - LA621)
 ASCENSION PARISH
 RODDY ROAD

T. BAKER SMITH LLC		
MJL	MJL	MJL
REVISION DESCRIPTION	REVISION DESCRIPTION	REVISION DESCRIPTION
11/7/18	REVISION PARCEL 6-2	
10/23/18	REVISION PARCEL 6-5, DELETE PARCEL 6-4	
6/19/18	REVISION PARCEL 5-15 & 5-16 CALL	

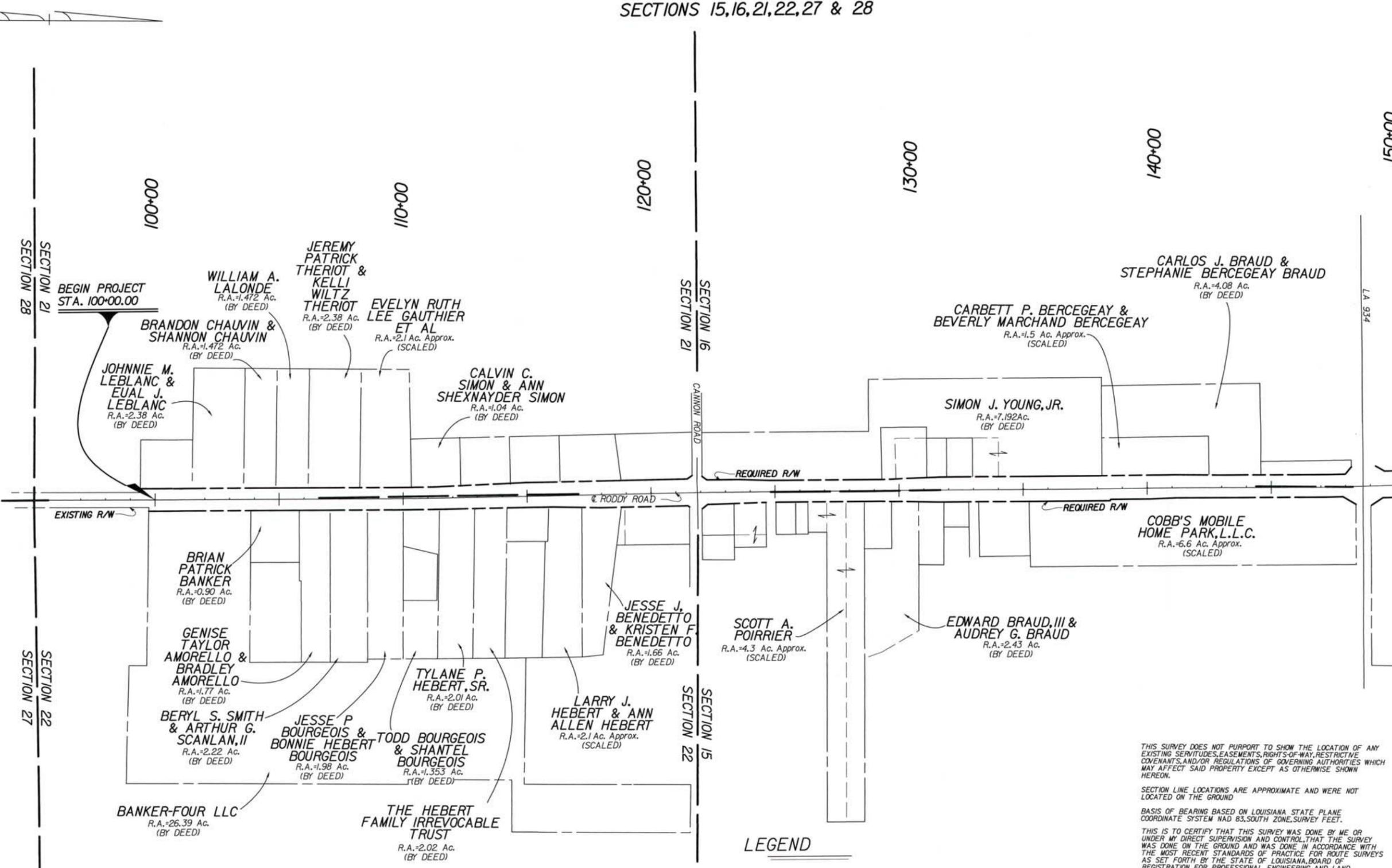
FILE NO.: MA-17-01 R/W SHEET NO.: 6

SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER
T9S - RE3
SECTIONS 15,16,21,22,27 & 28

SHEET NUMBER	23
COMPUTED	S. BOURGEOIS
CHECKED	M. LEDET
DATE	6/5/2018
SCALE	1"=200'
PARISH	ASCENSION
CONTROL SECTION	S. BOURGEOIS
STATE PROJECT	6/5/2018

RIGHT OF WAY MAP	APG PROJECT NO. MA-17-01
	RODDY RD. WIDENING
	(LA 935 - LA621)
	ASCENSION PARISH
	RODDY RAOD

REVISION DESCRIPTION	DATE
REVISED TO REFLECT INDIVIDUAL SHEETS	9/09/18
REVISED TO REFLECT INDIVIDUAL SHEETS	10/4/18
REVISED TO REFLECT INDIVIDUAL SHEETS	8/06/18
REVISED TO REFLECT INDIVIDUAL SHEETS	6/19/18



LEGEND

	EXISTING R/W	RIGHT OF WAY LINE
	EXISTING C. of A.	CONTROL OF ACCESS
	EXIST R/W & EXIST. C. of A.	RIGHT OF WAY & CONTROL OF ACCESS LIMITS OF CONSTRUCTION
	REQUIRED R/W	LOT LINE
	REQUIRED C. of A.	APPARENT PROPERTY LINE
	REQ'D R/W & REQ'D C. of A.	EXISTING SERVIDUTE LINE
	SECTION LINE	

THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVIDUTES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.

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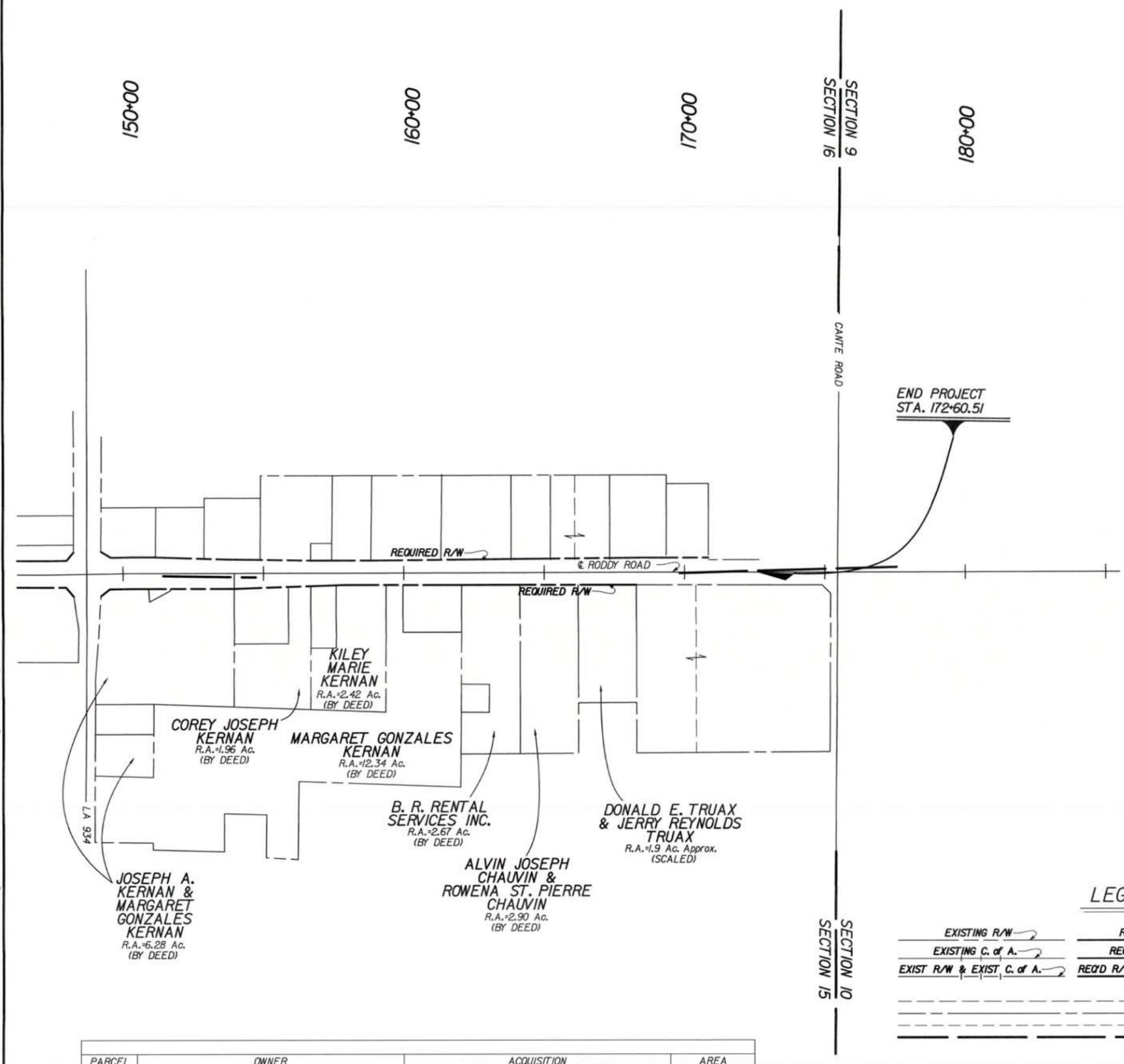
9/9/18
MATTHEW J. LEDET
PROFESSIONAL LAND SURVEYOR REG. NO. 5104

PARCEL	OWNER	ACQUISITION	AREA

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Final Right-of-Way Map

SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER
T9S - RE3
SECTIONS 9,10,15, & 16



PARCEL	OWNER	ACQUISITION	AREA

END PROJECT
STA. 172+60.51

THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.

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Matthew J. LeDET
MATTHEW J. LEDET
PROFESSIONAL LAND SURVEYOR REG. NO. 5104

LEGEND

- EXISTING R/W → RIGHT OF WAY LINE
- EXISTING C. of A. → CONTROL OF ACCESS
- EXIST R/W & EXIST. C. of A. → RIGHT OF WAY & CONTROL OF ACCESS
- REQUIRED R/W → RIGHT OF WAY LINE
- REQUIRED C. of A. → CONTROL OF ACCESS
- REQ'D R/W & REQ'D C. of A. → RIGHT OF WAY & CONTROL OF ACCESS
- LIMITS OF CONSTRUCTION
- LOT LINE
- APPARENT PROPERTY LINE
- EXISTING SERVITUDE LINE
- SECTION LINE

COMPUTED	S. BOURGEOIS	PARISH	ASCENSION	SHEET NUMBER	24
CHECKED	M. LEDET	CONTROL	SECTION	DATE	SCALE
DETAILED	S. BOURGEOIS	STATE	PROJECT	6/1/2018	1"=200'
CHECKED	M. LEDET	SECTION	PROJECT		



Matthew Ascension Surveying

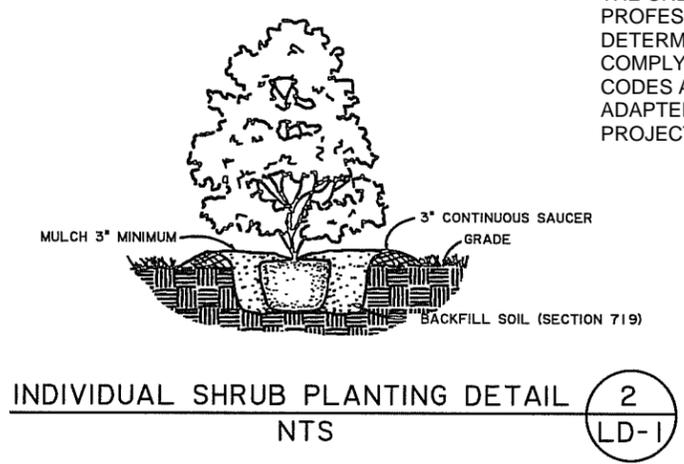
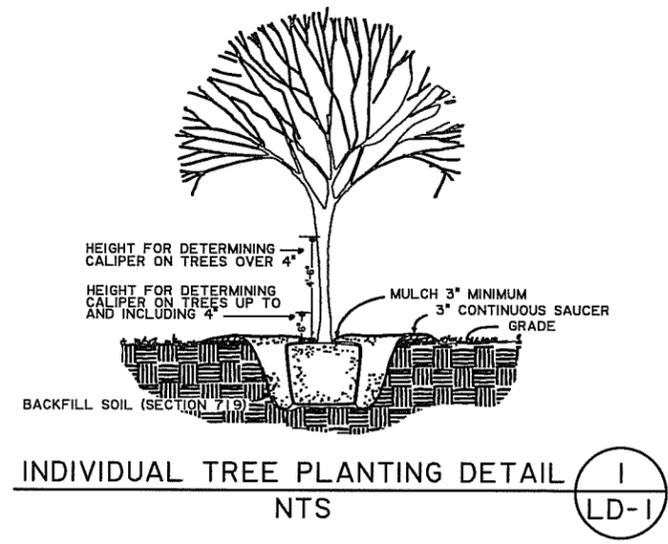
RIGHT OF WAY MAP
APG PROJECT NO. MA-17-01
RODDY RD. WIDENING
(LA935 - LA621)
ASCENSION PARISH
RODDY ROAD



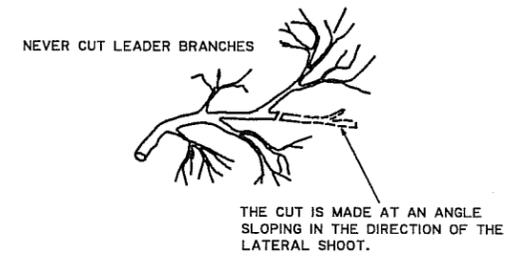
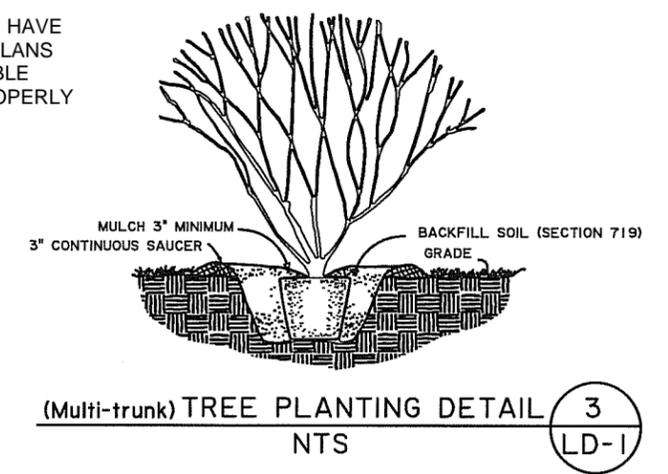
T. BAKER SMITH LLC

REVISION DESCRIPTION	DATE	BY
REVISED TO REFLECT INDIVIDUAL SHEETS	11/7/18	MJL
REVISED TO REFLECT INDIVIDUAL SHEETS	10/4/18	MJL
REVISED TO REFLECT INDIVIDUAL SHEETS	6/19/18	MJL

FILE NO. : MA-17-01 R/W SHEET NO. : 8



THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

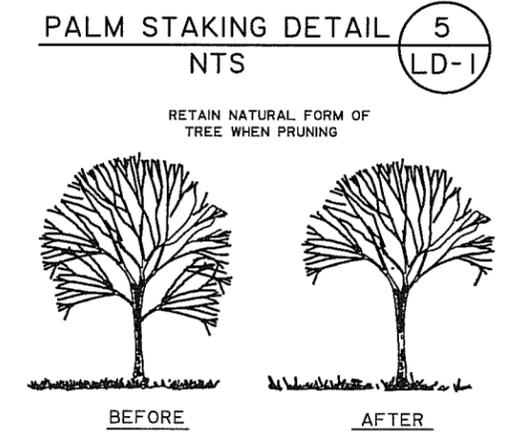
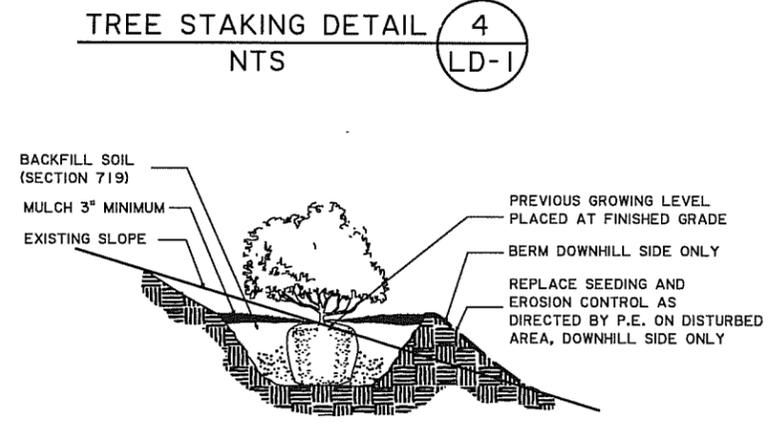
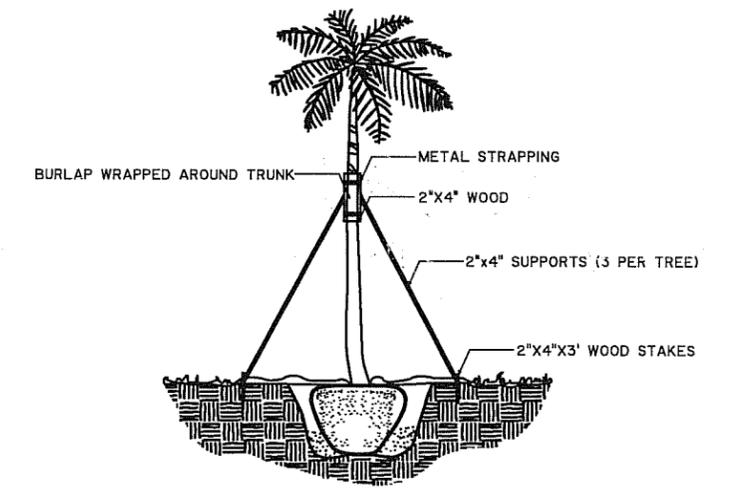
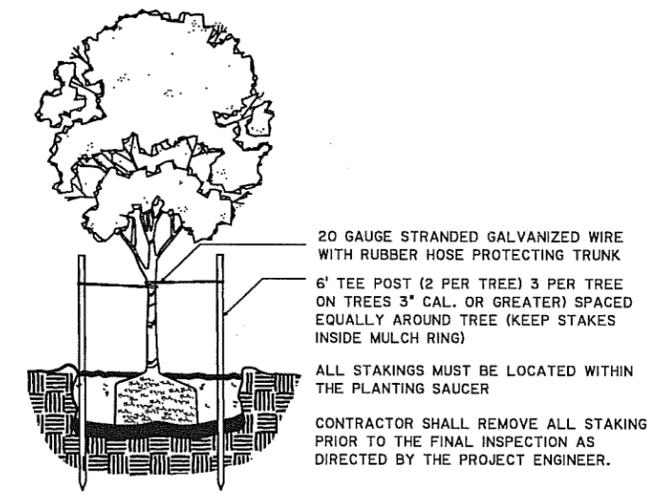


NOTES:
 ROWS OR GROUPS OF SHRUBS OR TREES, SHALL HAVE A CONTINUOUS SAUCER ALONG THE PERIMETER OF THE PLANTING. THE COST OF THE MULCH TO COVER THE AREA SHALL BE FIGURED UNDER ITEM 719-02-00*00 AND NOT IN THE COST OF THE PLANTS.

MULCH REQUIRED IN INDIVIDUAL TREE AND SHRUB PLANTINGS SHALL BE INCLUDED IN THE COST OF THE PLANT.

BACKFILL SOIL (SECTION 719) REQUIRED FOR INDIVIDUAL TREE AND SHRUB PLANTINGS SHALL BE INCLUDED IN THE COST OF THE PLANT. STAKING SHALL BE INCLUDED IN THE COST OF THE PLANT.

DETAILS SHOWN ON THIS SHEET ARE TYPICAL. MULTIPLE SITUATIONS CAN OCCUR THAT MAY NOT BE SHOWN ON THIS SHEET. PROPOSED VEGETATION SHALL BE LOCATED ON PLANS ACCORDING TO HORIZONTAL AND VERTICAL CLEARANCE DISTANCE FOUND IN THE (ENGLISH DESIGN STANDARDS). SIGHT DISTANCES AND VEGETATION MANAGEMENT TYPICAL SECTIONS ARE DESCRIBED IN THE "POLICY FOR ROADSIDE VEGETATION MANAGEMENT". THESE DOCUMENTS CAN BE ACCESSED AT WWW.DOTD.LA.GOV.

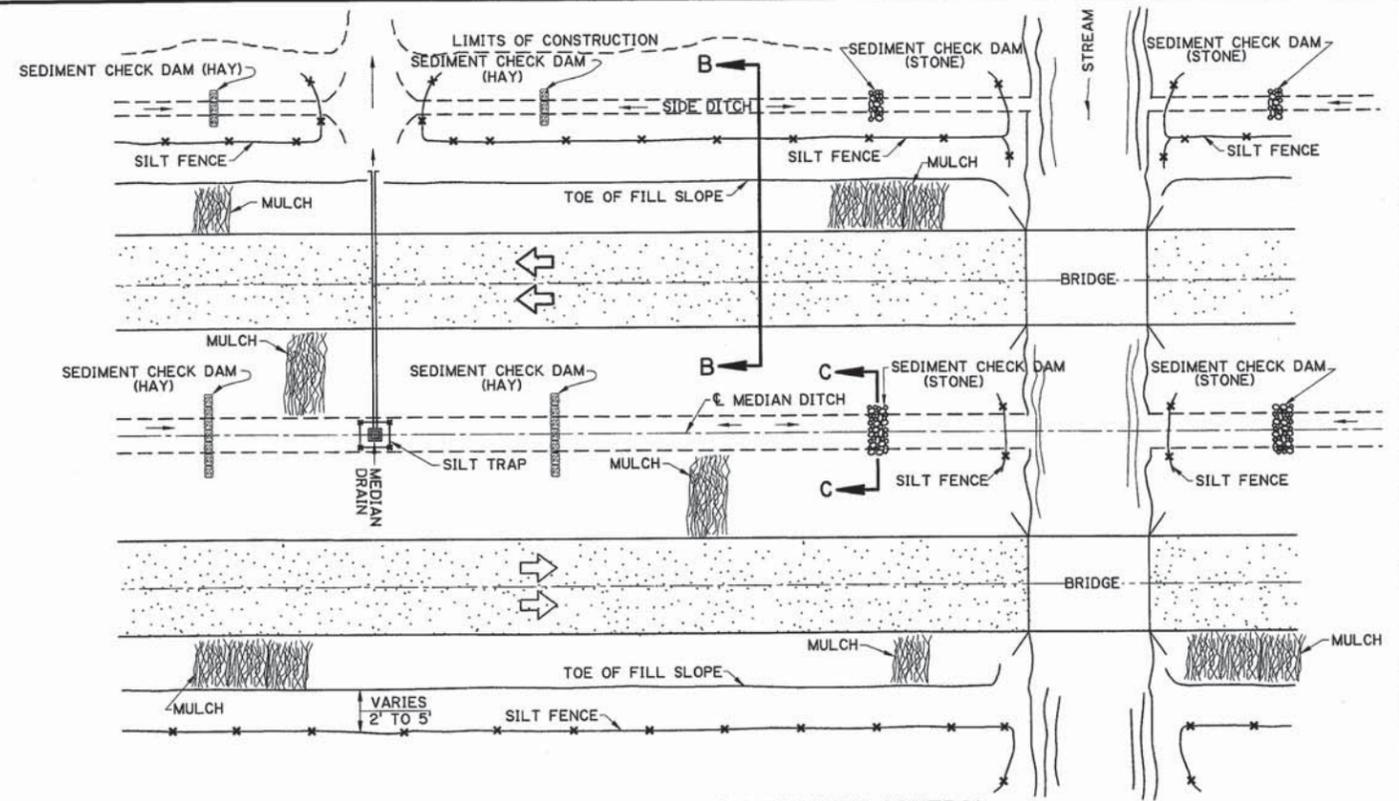


STATE OF LOUISIANA
 PAUL OLIVIER
 License No. 39967
 PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING
 10/7/2019

6/4/2012 07:39

FINAL PLANS

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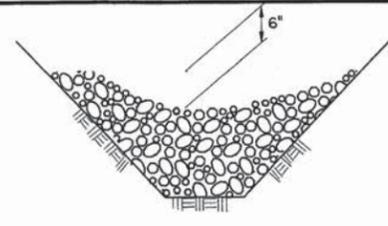


PLAN SHOWING TYPICAL TEMPORARY EROSION CONTROL

MULCHES

MULCHES ARE THE APPLICATION OF MATS OF MATERIAL PLACED ON THE SOIL SURFACE TO PREVENT EROSION BY PROTECTING THE SOIL SURFACE FROM RAINDROP IMPACT AND TO REDUCE THE VELOCITY OF OVERLAND FLOW. MULCHES CAN BE ORGANIC OR SYNTHETIC. MULCHES SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS FOR TEMPORARY EROSION CONTROL. A FEW GUIDELINES FOR THE USE OF MULCHES ARE:

1. USE ON CUT AND EMBANKMENT SLOPES WHICH HAVE NOT BEEN COMPLETED TO PLAN GRADE OR WHERE THE WEATHER OR SOIL CONDITIONS WILL NOT PERMIT COMPLETING THEM WITHIN A REASONABLE TIME
2. USE ON CLEARED, GRUBBED, AND SCALPED AREAS WHERE SOIL EROSION IS LIKELY TO OCCUR
3. USE WITH TEMPORARY SEEDING



SECTION C-C

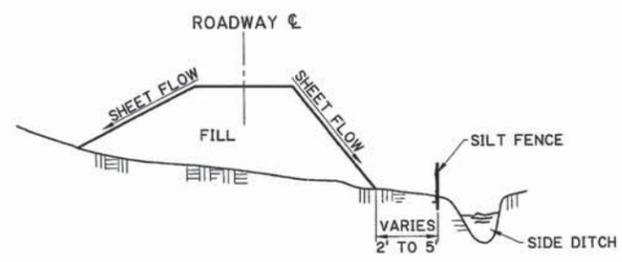
TEMPORARY SEDIMENT CHECK DAM (STONE)

PAY ITEM: TEMPORARY SEDIMENT CHECK DAM (STONE)

NOTES:

A STONE CHECK DAM IS A SMALL TEMPORARY DAM CONSTRUCTED ACROSS A SWALE OR DRAINAGE DITCH. THE PURPOSE OF THIS MEASURE IS TO REDUCE THE VELOCITY OF CONCENTRATED STORM WATER FLOWS, THEREBY REDUCING EROSION OF THE SWALE OR DITCH. THE STONE CHECK DAM WILL TRAP SMALL AMOUNTS OF SEDIMENTS GENERATED IN THE DITCH ITSELF. HOWEVER IT SHOULD NOT BE USED AS A SEDIMENT TRAPPING DEVICE. A FEW BASIC DESIGN GUIDELINES FOR THE USE OF STONE CHECK DAMS ARE:

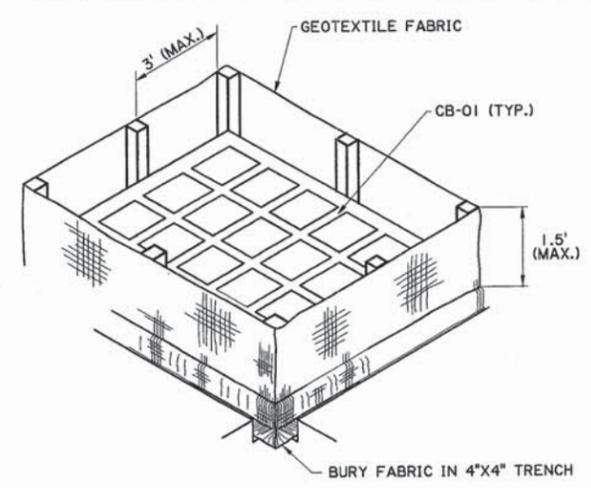
1. USE IN SMALL OPEN CHANNELS WHICH DRAIN 10 ACRES OR LESS
2. DO NOT USE IN A LIVE STREAM
3. USE IN A TEMPORARY DITCH OR SWALE WHICH, BECAUSE OF THEIR SHORT LENGTH OF SERVICE, CANNOT RECEIVE A NON-ERODIBLE LINING
4. USE IN PERMANENT DITCHES OR SWALES WHICH WILL NOT RECEIVE A PERMANENT LINING FOR AN EXTENDED PERIOD OF TIME
5. USE IN TEMPORARY OR PERMANENT DITCHES OR SWALES WHICH NEED PROTECTION DURING THE ESTABLISHMENT OF GRASS LININGS
6. FOR STONE SPECIFICATIONS, SEE PROJECT SPECIFICATIONS FOR RIPRAP, (CLASS 2 LB)



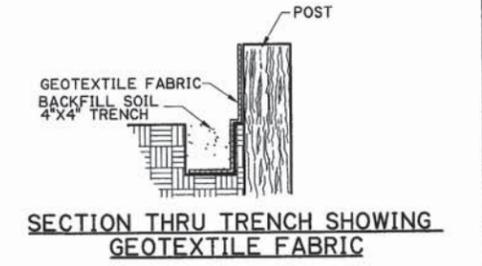
SECTION B-B

TEMPORARY SILT FENCE APPLICATION

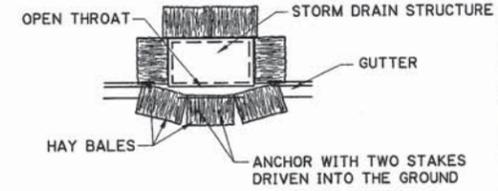
(FOR CONSTRUCTION DETAILS AND SPECIFICATIONS SEE SHEET 2 OF 2.)



ISOMETRIC VIEW SHOWING GEOTEXTILE FABRIC (BACKFILL SOIL NOT SHOWN)



SECTION THRU TRENCH SHOWING GEOTEXTILE FABRIC



PLAN SHOWING HAY BALES

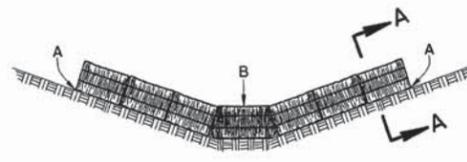
PAY ITEM: TEMPORARY HAY OR STRAW BALES

TEMPORARY INLET SILT TRAP

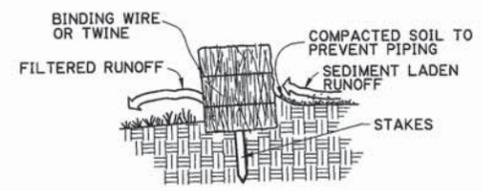
THE TEMPORARY DROP INLET SILT TRAP IS TO BE USED FOR SMALL DRAINAGE AREAS (LESS THAN 1 ACRE) WHERE THE STORM DRAIN IS FUNCTIONAL BEFORE THE AREA IS STABILIZED. THE TRAP CAN BE EITHER GEOTEXTILE FABRIC OR HAY BALES.

1. THE GEOTEXTILE FABRIC SHALL CONFORM TO PROJECT SPECIFICATIONS FOR GEOTEXTILE FABRIC (CLASS G).
2. WOODEN STAKES SUPPORTING THE FABRIC SHALL BE 2" X 2" OR 2" X 4" WITH A MINIMUM LENGTH OF 3 FEET. THE STAKES SHALL BE SPACED AROUND THE INLET AT A MAXIMUM SPACING OF 3 FEET.
3. THE HEIGHT OF THE FABRIC ABOVE THE INLET SHALL BE LIMITED TO 1.5' AND THE BOTTOM OF THE FABRIC SHALL BE BURIED IN A TRENCH APPROXIMATELY 4" WIDE BY 4" DEEP. THE FABRIC SHALL BE STAPLED TO THE POST WITH 1/2" STAPLES.
4. THE TRAP SHOULD BE INSPECTED REGULARLY AND AFTER EACH STORM. THE SEDIMENT SHOULD BE REMOVED AND EACH STAKE SHOULD BE FIRMLY IN THE GROUND.
5. HAY BALES SHALL BE PLACED SO THAT THE BINDING WIRE OR TWINE IS NOT IN CONTACT WITH THE GROUND.

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.



ELEVATION



SECTION A-A

TEMPORARY SEDIMENT CHECK DAM (HAY)

PAY ITEM: TEMPORARY SEDIMENT CHECK DAM (HAY)

NOTES:

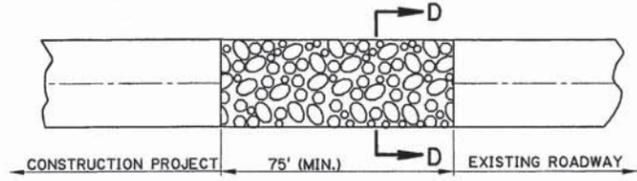
A HAY BALE BARRIER IS A TEMPORARY SEDIMENT BARRIER CONSISTING OF A ROW OF ENTRENCHED AND ANCHORED BALES OF STRAW OR HAY. THE HAY BALE BARRIER IS ALSO USED AS A CHECK DAM TO REDUCE THE VELOCITY IN SMALL DITCHES OR SWALES. THE HAY BALES SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS FOR TEMPORARY EROSION CONTROL. A FEW BASIC DESIGN GUIDELINES FOR THE USE OF A HAY BALE BARRIER ARE:

1. USE WHERE EROSION WOULD OCCUR IN THE FORM OF SHEET AND RILL EROSION
2. USE IN MINOR SWALES OR DITCHES WHERE THE MAXIMUM DRAINAGE AREA IS 2 ACRES
3. ONLY USE WHERE THE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS
4. DO NOT USE IN LIVE STREAMS OR IN SWALES OR DITCHES WHERE THERE IS A POSSIBILITY OF A WASHOUT



10/7/2019

SHEET NUMBER	201
PARISH	ASCENSION
FEDERAL PROJECT	
STATE PROJECT	
DATE	1-14-94
DATE SHEET	1 OF 2
DESIGNED	JCM
CHECKED	KAJ
DATE	1-14-94
DATE SHEET	1 OF 2
REVISIONS	MH
REVISION DESCRIPTION	REMOVE SPECIFIC PAY ITEM NOS., GENERAL REVISIONS
DATE	10-1-08
APPROVED BY	W. H. Temple
CHIEF ENGINEER	
STATE OF LOUISIANA	
TEMPORARY EROSION CONTROL DETAILS	
STANDARD PLAN	EC-01
HYDRAULICS SECTION	



PLAN



SECTION D-D

TEMPORARY STONE CONSTRUCTION ENTRANCE

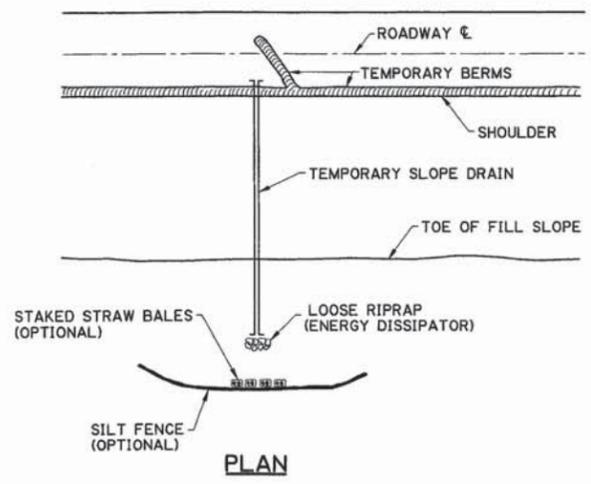
PAY ITEM: TEMPORARY STONE CONSTRUCTION ENTRANCE

NOTES:

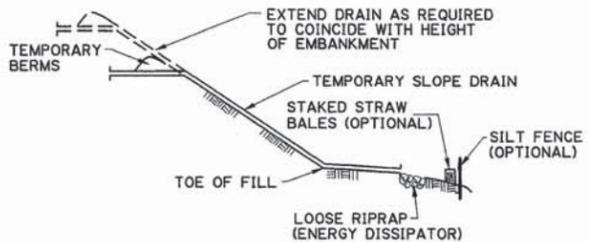
TEMPORARY STONE CONSTRUCTION ENTRANCE AND/OR WASH RACK

A STONE STABILIZED PAD LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS ON THE CONSTRUCTION SITE TO REDUCE THE AMOUNT OF MUD TRANSPORTED ONTO PUBLIC ROADS. IF THE ACTION OF THE VEHICLE TRAVELING OVER THE GRAVEL PAD IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF THE MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLE ENTERS A PUBLIC ROAD. A FEW BASIC DESIGN GUIDELINES FOR THE USE OF A STONE ENTRANCE AND/OR WASH RACKS ARE:

1. THE STONE LAYER MUST BE AT LEAST 6 INCHES THICK.
2. THE STONE SHALL CONFORM TO PROJECT SPECIFICATIONS FOR RIPRAP (CLASS 2 LB).
3. THE LENGTH OF THE PAD MUST BE A LEAST 75 FEET AND IT MUST EXTEND THE FULL WIDTH OF THE VEHICULAR INGRESS AND EGRESS.
4. A GEOTEXTILE FABRIC UNDERLINER IS REQUIRED. THE GEOTEXTILE FABRIC SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS FOR GEOTEXTILE FABRIC (CLASS D).
5. IF A WASH RACK IS NECESSARY, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF-SITE.



PLAN

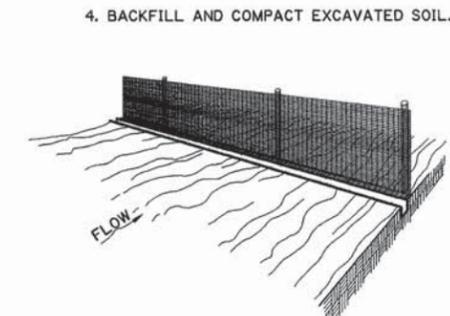
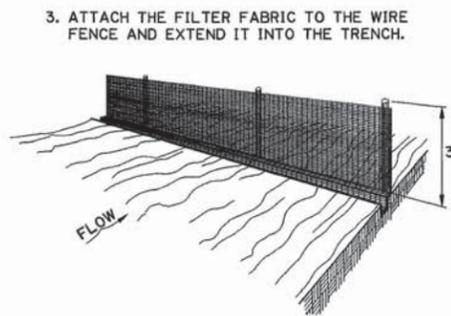
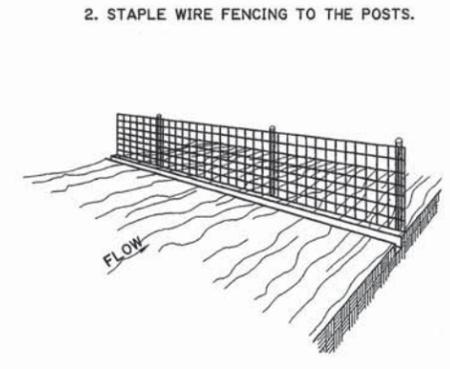
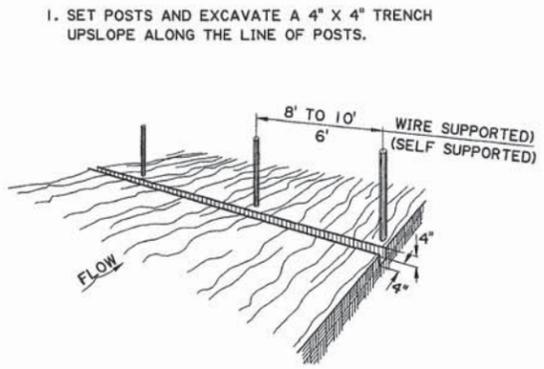


ELEVATION

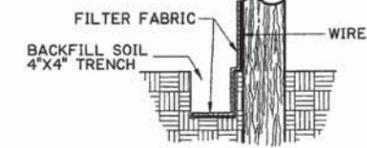
TEMPORARY SLOPE DRAIN

A TEMPORARY SLOPE DRAIN IS A DEVICE USED TO CARRY WATER FROM THE CONSTRUCTION WORK AREA TO A LOWER ELEVATION. SLOPE DRAINS MAY BE PLASTIC SHEET, METAL OR PLASTIC PIPE, STONE GUTTERS, FIBER MATS, OR CONCRETE OR ASPHALT DITCHES. A FEW BASIC DESIGN GUIDELINES FOR THE USE OF A TEMPORARY SLOPE DRAIN ARE:

1. THE SPACING OF THE SLOPE DRAINS VARIES WITH THE ROAD GRADE.
FOR GRADES:
0.0% - 2.0% USE 500' SPACING
2.1% - 5.0% USE 200' SPACING
GREATER THAN 5.0% USE 100' SPACING
2. SLOPE DRAIN MATERIAL: SMOOTH PIPE - 8" MINIMUM - 3 MILS THICK MIN.
CORRUGATED PIPE - 12" MINIMUM
PLASTIC SHEETING - 4" WIDE MINIMUM
PLASTIC SHEETING - 3 MILS THICK MIN.
3. PLASTIC SHEETING CAN BE STAKED DOWN OR WEIGHTED WITH ROCKS OR LOGS. THE AREA UNDER THE SHEETING SHOULD BE SHAPED TO PROVIDE AN ADEQUATE CHANNEL.
4. THE OUTLET END SHOULD BE PROTECTED OR HAVE SOME MEANS OF DISSIPATING ENERGY. THE FLOW SHOULD BE DIRECTED THROUGH A SEDIMENT TRAP SUCH AS A SILT FENCE, HAY BALES, OR OTHER APPROVED SEDIMENT CONTROL DEVICES.
5. TO INSURE PROPER OPERATION, TEMPORARY SLOPE DRAINS SHOULD BE INSPECTED REGULARLY AND AFTER EACH STORM, FOR CLOGGING OR DISPLACEMENT. EROSION AT THE OUTLET SHOULD BE CHECKED AND THE SILT TRAPS CLEANED IF NECESSARY.



EXTENSION OF FABRIC INTO THE TRENCH.



CONSTRUCTION OF TEMPORARY SILT FENCING

(WIRE SUPPORTED SILT FENCE IS SHOWN. SELF SUPPORTED SILT FENCE WILL BE CONSTRUCTED ACCORDING TO MANUFACTURERS SPECIFICATIONS.)

NOTES:

SILT FENCING IS A TEMPORARY SEDIMENT BARRIER CONSISTING OF A FILTER FABRIC SUPPORTED BY POSTS AND STRETCHED ACROSS AN AREA TO INTERCEPT AND DETAIN SMALL AMOUNTS OF SEDIMENT. THE SILT FENCING SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS FOR TEMPORARY EROSION CONTROL. A FEW BASIC GUIDELINES FOR THE USE OF SILT FENCING ARE:

1. USE WHERE EROSION WOULD OCCUR IN THE FORM OF SHEET AND RILL EROSION
2. USE WHERE THE MAXIMUM DRAINAGE AREA BEHIND THE SILT FENCE IS 1/4 ACRE PER 100 FEET OF SILT FENCE LENGTH
3. USE WHERE THE MAXIMUM SLOPE LENGTH BEHIND THE BARRIER IS 100 FEET
4. USE WHERE THE MAXIMUM GRADIENT BEHIND THE BARRIER IS 2:1
5. DO NOT USE SILT FENCES IN LIVE STREAMS OR IN DITCHES OR SWALES WHERE FLOWS EXCEED ONE CUBIC FOOT PER SECOND

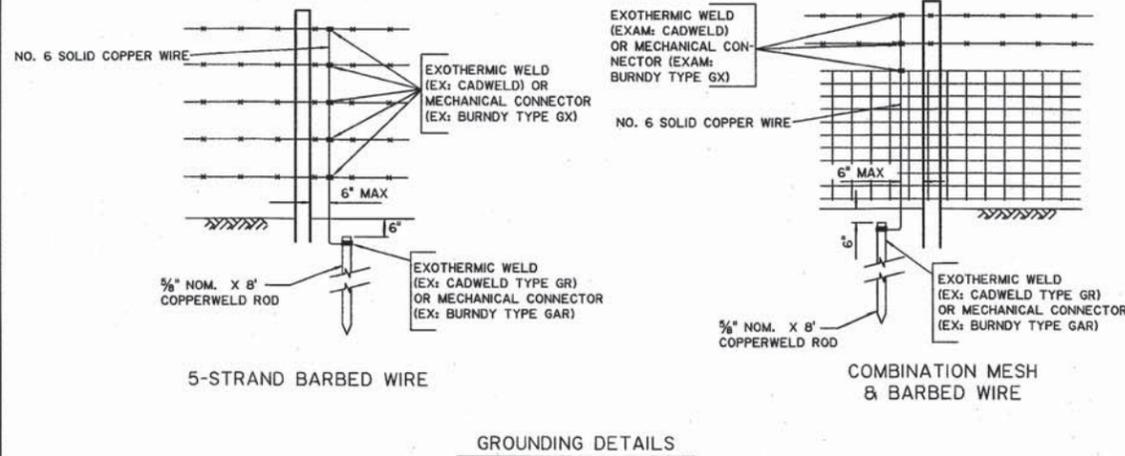


THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

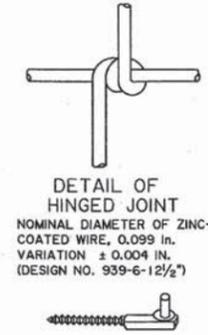
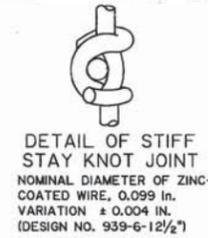
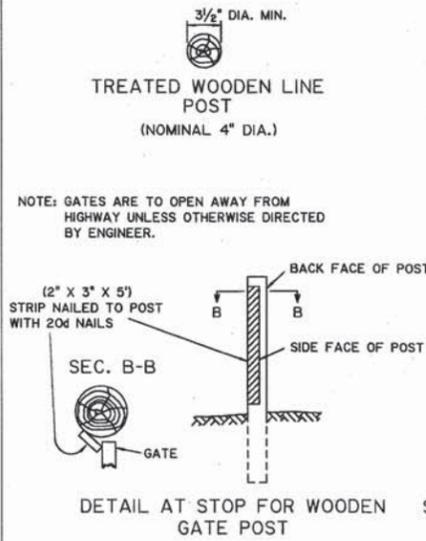
SHEET NUMBER	202
PARISH	ASCENSION
FEDERAL PROJECT	
STATE PROJECT	
DESIGNED	JCM
CHECKED	
DATE	1-14-94
REVISIONS	
REVISION NO.	10-1-08
REVISION DESCRIPTION	REMOVE SPECIFIC PAY ITEM NOS., GENERAL REVISIONS
DATE	10-1-08
APPROVED BY	W. H. Temple
CHECK ENGINEER	
STANDARD PLAN	EC-01
TEMPORARY EROSION CONTROL DETAILS	
HYDRAULICS SECTION	

NOTE: GROUNDING DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. ALL CONNECTION METHODS TO BE APPROVED BY PROJECT ENGINEER.

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ALL POST DIAMETERS ARE MEAN DIAM. AT SMALL END



NOTE: LINE POST TO BE LOCATED OUTSIDE OF R/W LINE. WIRE TO BE PLACED ON OUTSIDE OF R/W, UNLESS OTHERWISE DIRECTED BY ENGINEER OR REQUESTED BY PROPERTY OWNER AND APPROVED BY ENGINEER. FOR CONTROL OF ACCESS, LINE POST TO BE LOCATED WITHIN HIGHWAY R/W.

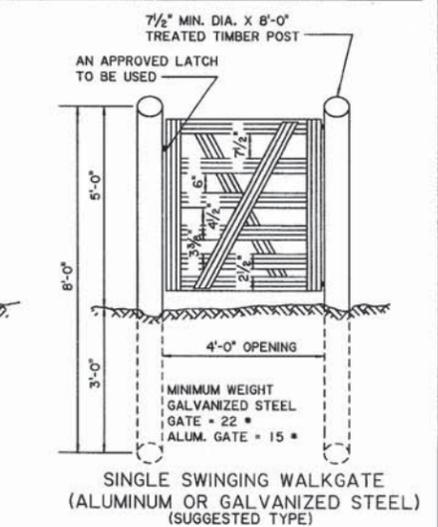
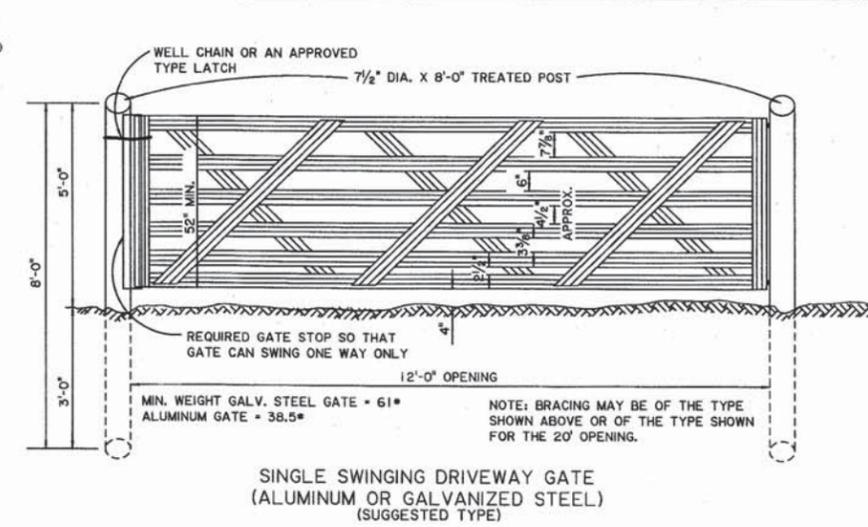
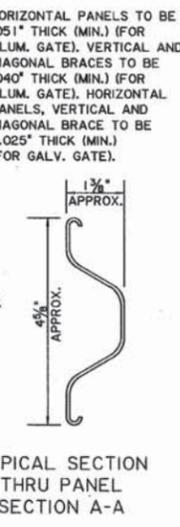
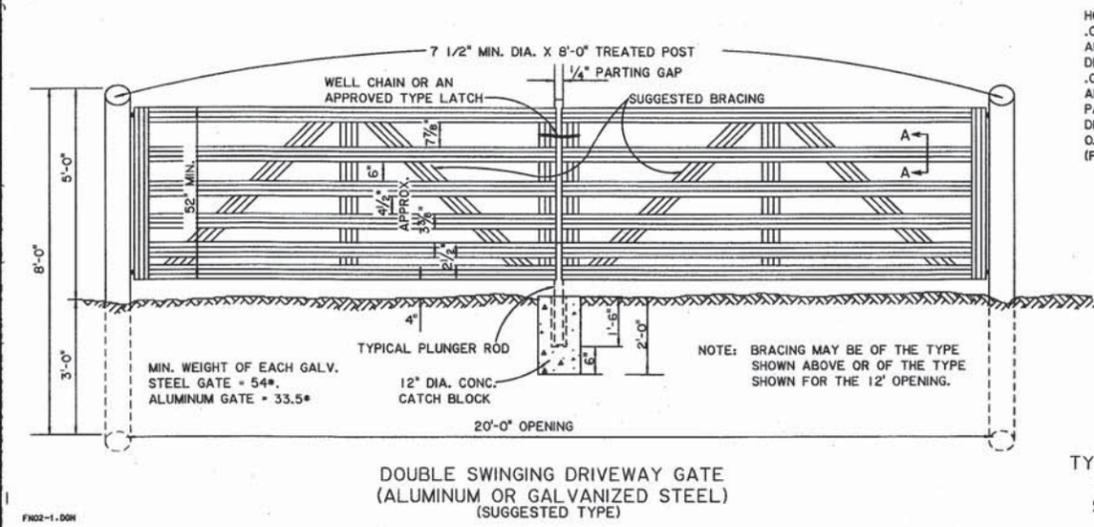
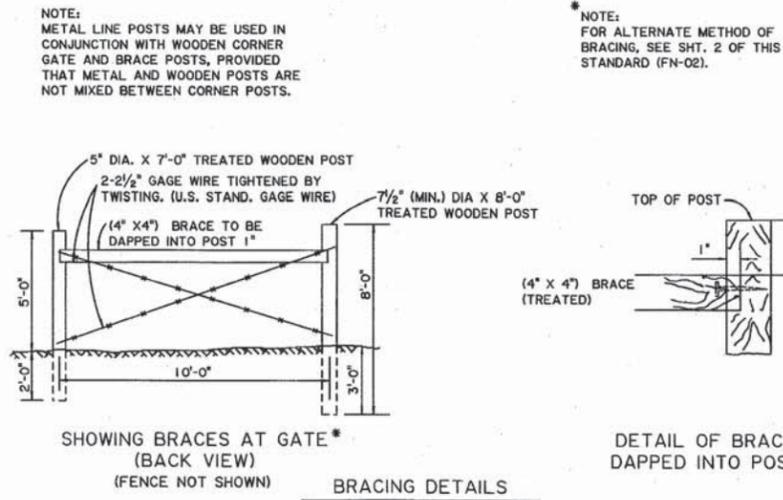
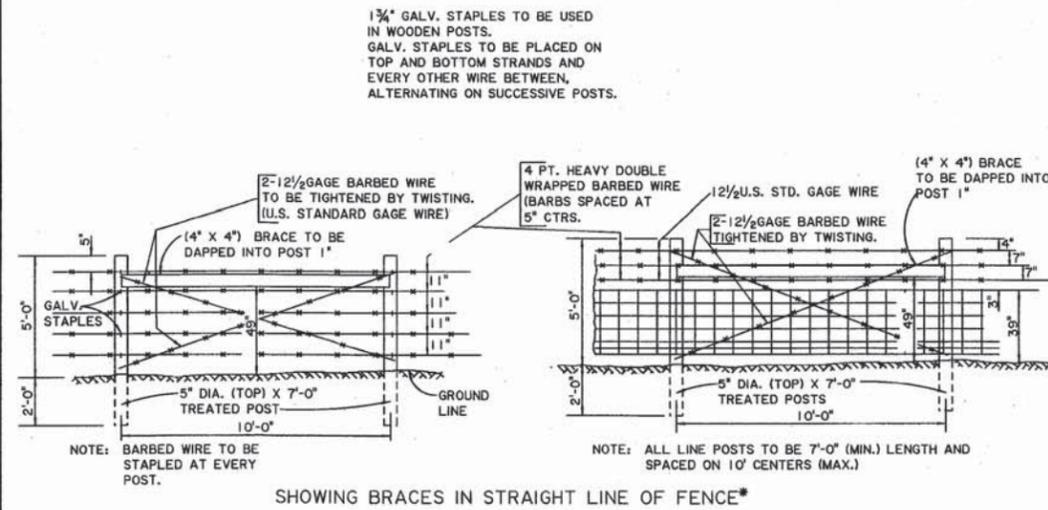
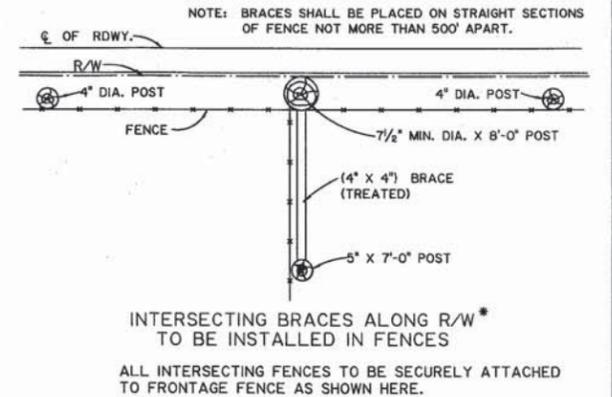
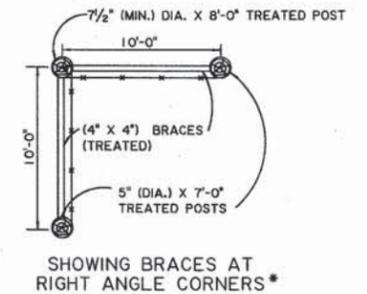
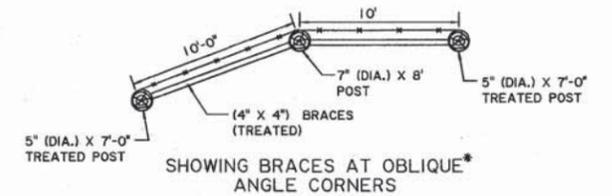
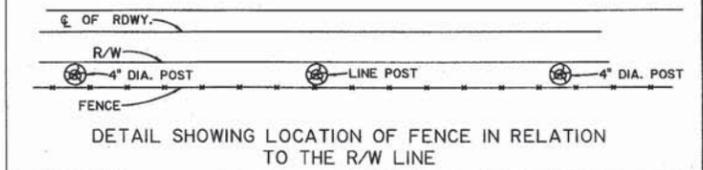
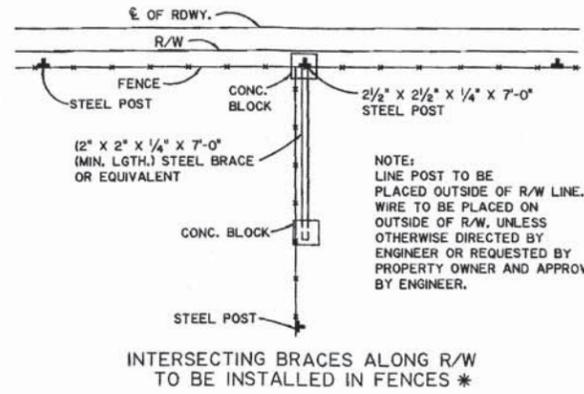
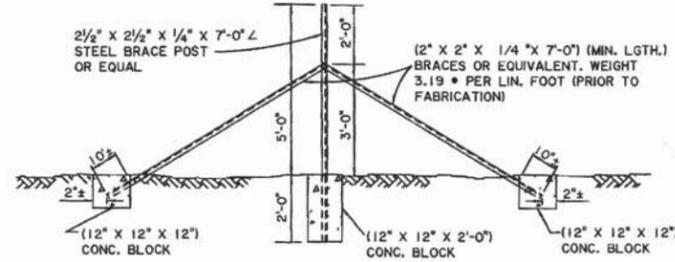


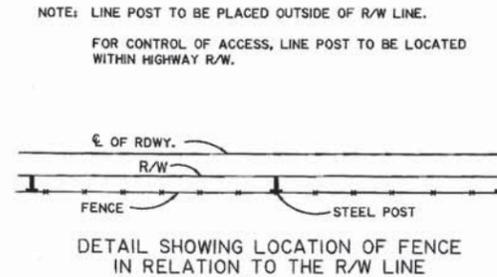
Table with project information including SHEET NUMBER (204), ROAD DESIGN, DATE (11-3-11), and REVISION DESCRIPTION.



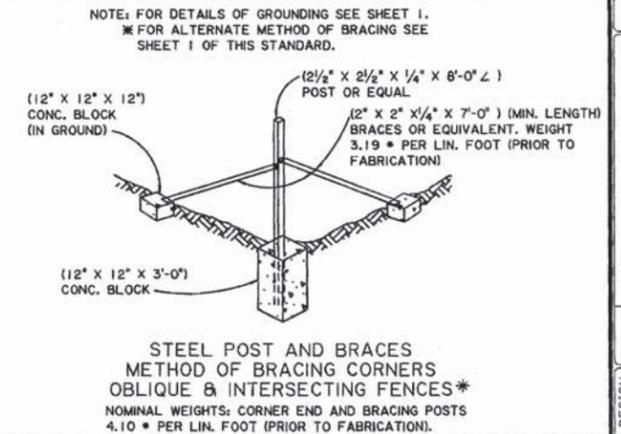
INTERSECTING BRACES ALONG R/W TO BE INSTALLED IN FENCES *



METHOD OF BRACING IN STRAIGHT LINE FENCE (FENCE NOT SHOWN) *



DETAIL SHOWING LOCATION OF FENCE IN RELATION TO THE R/W LINE



STEEL POST AND BRACES METHOD OF BRACING CORNERS OBLIQUE & INTERSECTING FENCES *
NOMINAL WEIGHTS: CORNER END AND BRACING POSTS 4.10 * PER LIN. FOOT (PRIOR TO FABRICATION).

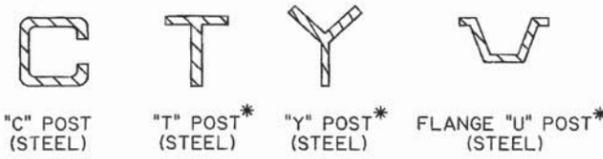
THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

NOTE: FOR DETAILS OF GROUNDING SEE SHEET 1.
* FOR ALTERNATE METHOD OF BRACING SEE SHEET 1 OF THIS STANDARD.

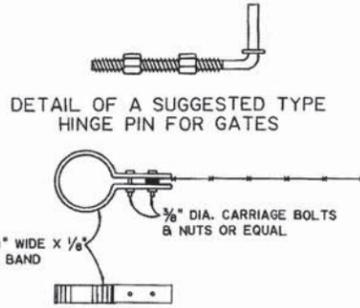
NOTE: LINE POST TO BE PLACED OUTSIDE OF R/W LINE.
FOR CONTROL OF ACCESS, LINE POST TO BE LOCATED WITHIN HIGHWAY R/W.

NOTE: WOODEN POSTS MAY BE USED IN CONJUNCTION WITH STEEL CORNER AND GATE POSTS, PROVIDED THAT WOODEN AND METAL POSTS ARE NOT MIXED BETWEEN CORNER POSTS.

* SEE ASTM A702 FOR DIMENSIONS AND DETAILS.



SUGGESTED TYPES OF STEEL FENCE POSTS
"C" POST (STEEL)
2.25" X 1.70"
2.73 LBS PER FOOT
MIN. YIELD ST. 45 KSI.
"T" POST* (STEEL)
"Y" POST* (STEEL)
FLANGE "U" POST* (STEEL)



DETAIL OF SUGGESTED TYPE BAND
NOTE: FOR HOLDING BARBED WIRE AT GATE POSTS.



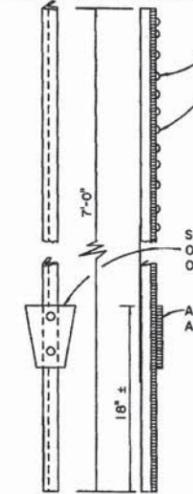
DETAIL OF HINGED JOINT
NOMINAL DIA. OF ZINC-COATED WIRE, 0.099 in. (DESIGN NO. 939-6-12 1/2)



DETAIL OF STIFF STAY KNOT JOINT
NOMINAL DIA. OF ZINC-COATED WIRE, 0.099 in. (DESIGN NO. 939-6-12 1/2)

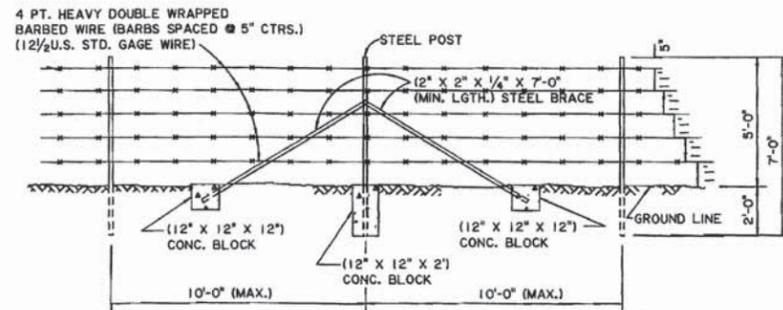
LINE POST SHALL BE DRIVEN TOP TO BE PROTECTED TO PREVENT BURRING. NOMINAL WEIGHT 1.33 * PER LINEAR FOOT (PRIOR TO FABRICATION).

SLOTS, NOTCHES OR APPROVED DEVICE FOR FASTENING WIRE TO POST. A MIN. OF 4 HORIZONTAL WIRES TO BE FASTENED TO THE POST FOR THE MESH WIRE. EACH BARB WIRE TO BE FASTENED TO THE POST.



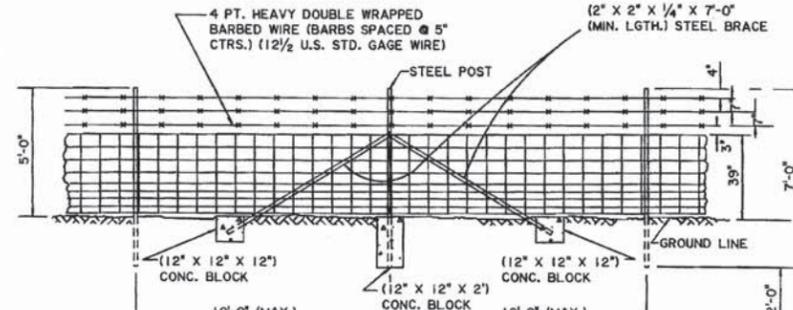
TYPICAL LINE POST

GENERAL NOTES:
GATES ARE TO OPEN AWAY FROM HIGHWAY UNLESS OTHERWISE DIRECTED BY ENGINEER.
ALL INTERSECTING FENCES TO BE SECURELY ATTACHED TO THE FRONTAGE FENCE AS SHOWN.
ALL STEEL POSTS, ANCHOR PLATES, BRACES AND HARDWARE SHALL BE GALVANIZED. (ASTM A 123)
BRACES SHALL BE PLACED ON STRAIGHT SECTIONS OF FENCE NOT MORE THAN 500' APART.
ALL LINE POSTS TO BE 7'-0" (MIN.) LENGTH AND SPACED ON 10' CENTERS (MAX.)

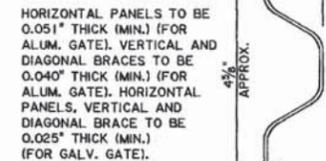


NOTE: BARBED WIRE TO BE FASTENED AT EVERY POST.

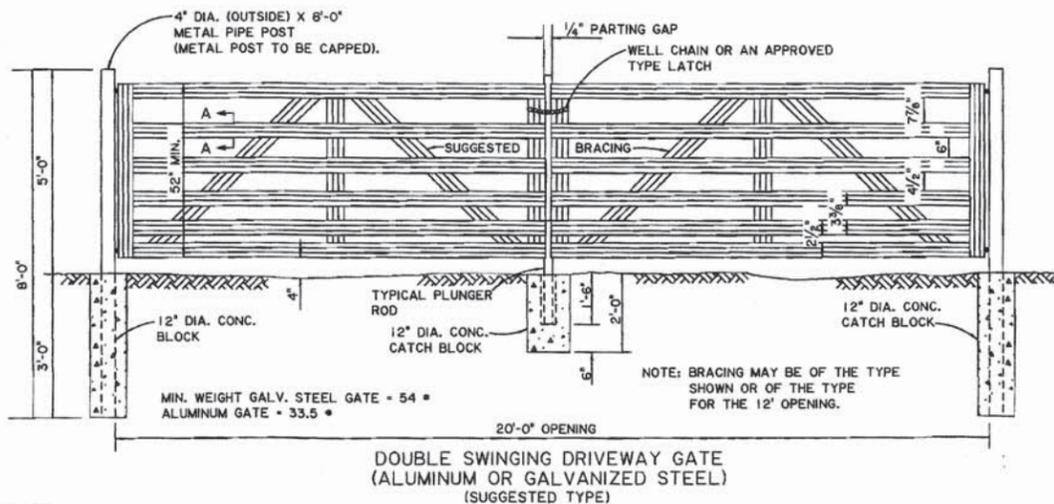
SHOWING BRACE IN STRAIGHT LINE OF FENCE



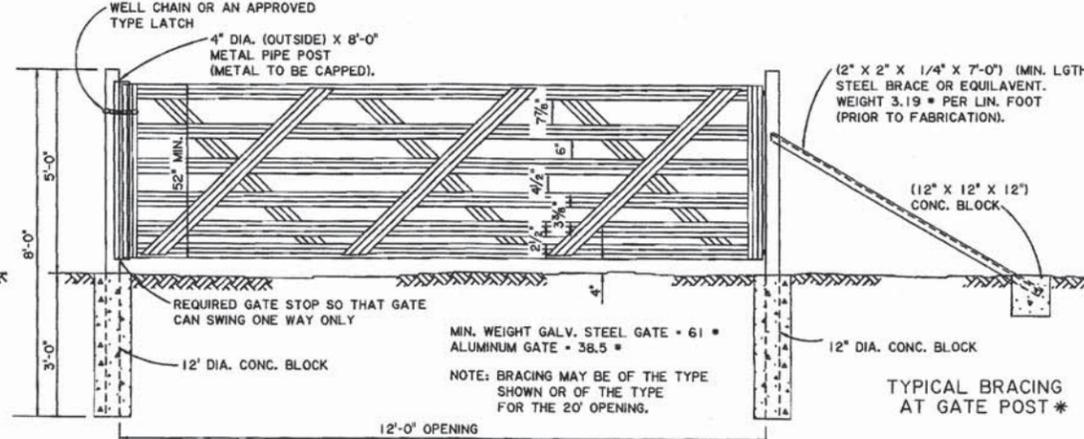
TYPICAL SECTION THRU PANEL A-A



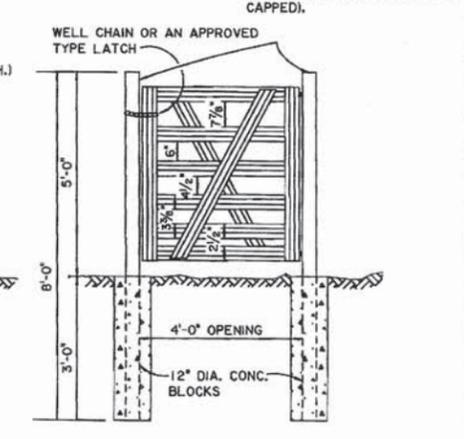
TYPICAL SECTION THRU PANEL A-A



DOUBLE SWINGING DRIVEWAY GATE (ALUMINUM OR GALVANIZED STEEL) (SUGGESTED TYPE)



SINGLE SWINGING DRIVEWAY GATE (ALUMINUM OR GALVANIZED STEEL)



SINGLE SWINGING WALKGATE (ALUMINUM OR GALVANIZED STEEL) (SUGGESTED TYPE)

SHEET NUMBER	205
PROJECT	ASCENSION
DESIGNED	ROAD DESIGN
CHECKED	CW
REVISION DESCRIPTION	BY
DATE	11-3-11
DATE	01-24-11
SHEET	2 OF 2
APPROVED BY	CHIEF ENGINEER
APPROVED BY	PAUL OLIVIER
PROFESSIONAL ENGINEER	10/7/2014
STATE OF LOUISIANA	
FIELD AND LINE TYPE FENCE (STEEL POST)	
ROAD DESIGN STANDARD PLAN: FN-02	
DOTD	
ROAD DESIGN	

GENERAL PROVISIONS

- All temporary traffic control (TTC) devices used shall be in accordance with the Louisiana Standard Specifications for Roads and Bridges, the MUTCD, and shall meet the NCHRP Report 350 or MASH requirements for Test Level 3 devices where applicable.
- Materials used for TTC shall be in accordance with the Louisiana Standard Specifications for Roads and Bridges and, when applicable, the LADOTD AML.
- Placement of TTC devices shall not commence without the approval of the Engineer and until work is about to begin, unless they are covered.
- No lane closures, lane shifts, diversions or detours shall occur without the approval of the Engineer.
- Responsibility is hereby placed upon the contractor for the installation, maintenance and operation of all TTC devices called for in these plans or required by the Engineer for the protection of the traveling public as well as all LADOTD and construction personnel.
- The contractor shall also be responsible for the maintenance of all permanent signs, pavement markings, and traffic signals left in place as essential to the safe movement and guidance of traffic within the project limits unless noted in the plans.
- The DTOE shall serve as a technical advisor to the Engineer for all traffic control matters.
- The Chief Construction Engineer or his appointed designee shall approve all signs and situations not addressed in the plans based on the recommendations of the Project Engineer and the DTOE. All changes shall be noted in all project traffic control diaries.
- The Chief Construction Engineer or his appointed designee shall approve all design speeds of diversions or shifts, if it differs from design plans, based on the recommendations of the Project Engineer and the DTOE.
- All temporary traffic control plans shall comply with the Transportation Management Plan.
- Any additional signs shown in the MUTCD and required by the Engineer shall be installed under Item 713-01-00100.
- Neither work activity nor storage of equipment, vehicles, TMAs, or materials shall occur within the buffer space.
- When a work area has been established on one side of the roadway only, there shall be no conflicting operations or parking on the opposite shoulder within 500 feet of the work area.
- A lighting plan shall be submitted to the Engineer 30 days prior to night work for approval. (See section 105.20 of the Louisiana Standard Specifications for Roads and Bridges.)
- Parking of vehicles or unattended equipment or storage of materials, within the clear zone shall not be permitted unless protected by guardrail or barriers. If the clear zone is not defined on the plan sheets, the Engineer shall verify.
- Immediately upon removal of existing guardrail, the contractor shall install and maintain an NCHRP Report 350 or MASH approved device to protect the blunt end of the bridge or column until new guardrail is installed. After removal of the existing guardrail, new guardrail should be installed within seven (7) days. On non-NHS routes with shoulders less than 8 feet wide: If an NCHRP 350 Report Test Level 3 or MASH device is required but the field conditions of the roadway cannot support a Test Level 3 device, then a Test Level 2 device can be substituted in its place upon approval by the Engineer. If utilized, a TMA is allowed for a maximum of 72 hours.
- All costs associated with crash devices are to be included in Item 713-01-00100.
- Sight distance should be considered when placing traffic control devices.
- On all mainline Interstates, a minimum of 1.5 feet of paved shoulder on the left and right side shall be maintained at all times.

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

- On Interstates, a minimum of 11 foot lanes shall be maintained. On all other roadways, a 10 foot minimum travel lane should be maintained where practical.
- TTC Standards are not drawn to scale.
- The contractor shall develop an internal traffic control plan approved by the Engineer prior to each phase.
- Truck restrictions such as (but not limited to) restricting lanes, oversize loads or times of travel, may be required for narrow lanes or other field conditions.

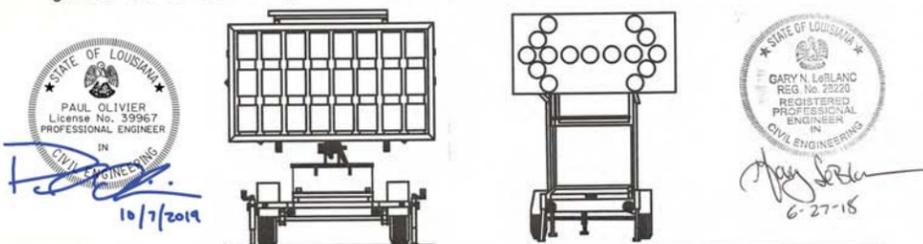
PAVEMENT MARKINGS (see AML)

- All pavement markings within the limits of the project or adjacent to the project limits that are in conflict with the project signing or the required traffic movements shall be removed from the pavement by blast cleaning or grinding. (Existing striping shall not be painted over with black paint or covered with tape.)
- If special pavement markings are needed, they shall be reflectorized, removable and accompanied by the proper signage.
- Temporary Raised Pavement Markers may be added to supplement temporary striping in areas of transition, in tapers, in diversions and in other areas of need as shown in the plans or as directed by the Engineer.
- Materials and placement of temporary pavement markings shall conform to Section 713 of the Louisiana Standard Specifications for Roads and Bridges. If no pay item exists for temporary markings, they shall be installed under item 713-01-00100.

- Temporary markings installed in the permanent configuration shall comply with LADOTD pavement marking standard plans, MUTCD and/or the permanent striping plans.

PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)

- PCMS shall be used on all Interstate Highways. PCMS shall be used on all other roadways (where space is available) with an ADT greater than 20,000.
- When used in advance of a lane closure or a lane shift, the PCMS should be placed on the right hand side of the road a minimum distance of 2 miles in advance of the taper for interstates and to be determined by the Engineer on other highways.
- For interstates and multi-lane highways, if vehicles are queuing beyond the 2 mile PCMS, an additional PCMS should be placed on the right hand side of the road approximately 5 miles in advance of the taper or at the end of the queue, whichever is greater.
- PCMS messages shall be approved by the DTOE. Messages shall be no more than 3 lines and 2 screens.
- Messages shall display only traffic operational, regulatory, warning, and guidance information. PCMS messages shall not display advertising or safety messages. Messages should only convey information concerning the problem/situation, location, and recommended driver action.
- PCMS should be placed as far from the traveled lane as possible. They shall be shielded by guardrail or barriers. If this is not possible they shall be delineated with a min. 3 drum taper spaced at 20ft with a 4th drum alongside the PCMS.
- If the PCMS encroaches on the improved shoulder then the contractor shall install a shoulder closure.
- When the PCMS is not displaying a work zone appropriate message pertaining to the ongoing construction project it shall be shielded by guard rail or barriers, or removed from the clear zone.



ALL TTC STANDARDS SHOW MINIMUM CONSTRUCTION SIGNING.
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CONTRACTORS ARE RESPONSIBLE FOR COMPLYING WITH ALL TTC STANDARDS.

SPEED LIMITS

- The Engineer may approve a 10 mph drop in the speed limit for posted speeds of 45 mph or greater and for any construction, maintenance or utility operation that requires one or more of the following:
 - (A) The condition of the traveled way is degraded due to milled surfaces or uneven travel lane lines greater than 1.5 inches.
 - (B) Work is in progress in the immediate vicinity of the travel way requiring lane closures or lane width reductions less than 11 feet.
 - (C) Workers present on the shoulder within 2 feet of the edge of the traveled way without barrier protection.
- The reduced speed zone shall only apply to those portions of the project limits affected. The Engineer may allow SPEED LIMIT WHEN FLASHING signs to supplement reduced speed zones.
- If the speed limit is reduced, speed limit signs shall be placed:
 - (A) beyond major intersections;
 - (B) at one mile intervals in rural areas;
 - (C) at half mile intervals in urban areas.
- At the end of the reduced speed zone, a speed limit sign displaying the original speed limit prior to construction shall be installed.
- For all other speed limit reductions not listed above, the Project Engineer and the DTOE shall recommend the speed reduction to the Chief Construction Engineer or his appointed designee for approval.
- If the speed limit is reduced more than 10 mph, placement of the signs shall be re-evaluated according to the MUTCD.

FLASHING ARROW BOARDS

- All Flashing Arrow Boards shall be 4 feet by 8 feet and Type C.
- Flashing Arrow Boards should be placed on the shoulder. When there is no shoulder or median area, the arrow board shall be placed within the closed lane behind the channelizing devices and as close to the beginning of the taper as practical.
- Flashing arrow boards shall be delineated with retroreflective TTC devices.
- At no time shall the arrow board encroach in the traveled way. When Flashing Arrow Board signs are not being used, they shall be shielded by guard rail or barriers, or removed.
- Arrow boards shall only be used for lane reduction tapers and shall not be used for lane shifts.

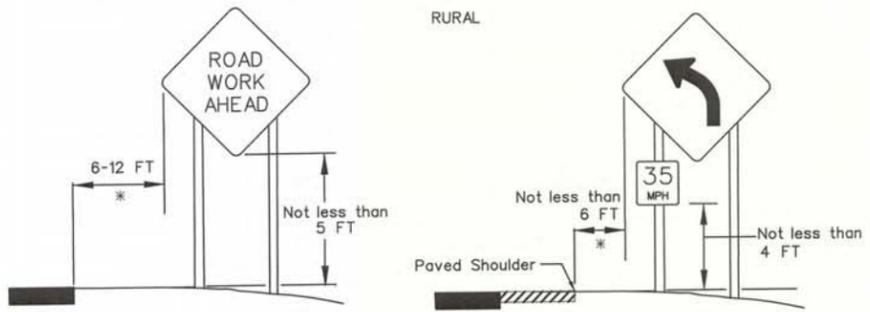
ABBREVIATIONS

- AASHTOAmerican Association of State Highway and Transportation Officials
- ADTAverage Daily Traffic
- AGCI.....Associated General Contractors of America
- AMLApproved Materials List
- ANSIAmerican National Standards Institute
- ATSSA.....American Traffic Safety Services Association
- B.O.P.Beginning of Project
- DTOEDistrict Traffic Operations Engineer
- E.O.P.End of Project
- LADOTDLouisiana Department of Transportation and Development
- MASHAASHTO Manual for Assessing Safety Hardware
- MUTCDManual on Uniform Traffic Control Devices
- NCHRP.....National Cooperative Highway Research Program
- NHSNational Highway System
- PCMSPortable Changeable Message Sign
- TMATruck Mounted Attenuator
- TMCTraffic Management Center
- TTCTemporary Traffic Control
- TTC Standards ..Temporary Traffic Control Standard Plans

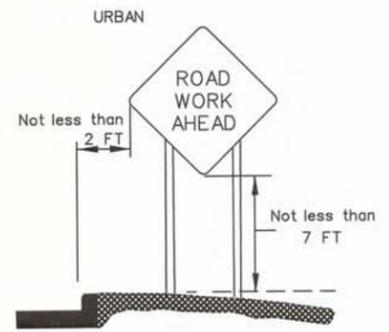
SHEET NUMBER	206
DESIGNED BY	G. LEBLANC
CHECKED BY	J. COLVIN
REVISION OR CHANGE ORDER DESCRIPTION	
NO.	
DATE	
APPROVED BY	
CHIEF ENGINEER	
DATE	7/2/18
PARISH	ASCENSION
CONTRACT SECTION	
STATE PROJECT	
SERIES NUMBER	
TEMPORARY TRAFFIC CONTROL GENERAL NOTES SHEET	
TTC-00 (A)	
	

SIGNS

- All signs used for temporary traffic control shall follow the plans, the LADOTD TTC Standards and the MUTCD.
- Signs shown in the TTC illustrations are typical and may vary with each specific condition.
- One Type B High Intensity light shall be used to supplement the first sign (or pair of signs) that gives warning about a lane closure during nighttime operations (See AML).
- Mesh rollup signs shall not be allowed on any project.
- Contractor shall use caution not to damage existing signs which remain in place. Any LADOTD signs damaged by work operations shall be replaced by the contractor under item 713-01-00100.
- All signs (permanent and temporary) shall be removed or completely covered with a strong, lightweight, opaque material when no longer applicable. (Burlap is not an acceptable material to cover signs).
- At no time shall signs warning against a particular operation be left in place once the operation has been completed or where the condition has been removed.
- Warning signs used for temporary traffic controls shall meet the following guidelines unless otherwise noted in the plans:
 - (A) size shall be 48 inches by 48 inches.
 - (B) see the Louisiana Standard Specifications for Roads and Bridges and the AML for sheeting information.
 - (C) lateral distance of signs shall be a minimum of 6 feet from the edge of shoulder or edge of pavement if no shoulder exists and 2 feet from the back of curb in urban areas (see diagram).
- When portable sign frames are not in use, they shall be moved to an area inaccessible to traffic and not visible to the driver.
- Left side mounted signs will not be required for roadways with a center left turn lane and for undivided roadways.
- Vinyl rollup signs may be used if work zone is in place for 12 hours or less, there are no more than 2 lanes in each direction and if signs meet all size, color, retroreflectivity and NCHRP 350 Report or MASH requirements.
- All signs shall be visible to the drivers (i.e. no obstructions such as on street parking or other traffic control devices shall block the sign).
- On divided highways, signs shall be placed on the right and the left as shown on the TTC standards.
- 1 foot portable sign stands may be used if the work zone is in place for 14 hours or less and there are no more than 2 lanes in each direction.
- Sign posts:
 - Signs measuring 10 square feet or less shall be mounted on 1 rigid post
 - Signs over 10 square feet shall be mounted on 2 rigid posts
 - Signs over 20 square feet shall be mounted on at least 3 rigid posts
- Rigid sign supports shall be driven to a minimum depth of 3 feet. (If splicing is required, see Allowable Lap Splice U-channel Post.)
- For sign height, see the Rural and Urban diagrams:



* if lateral distance is not practical, the sign may be placed no less than 2 feet.

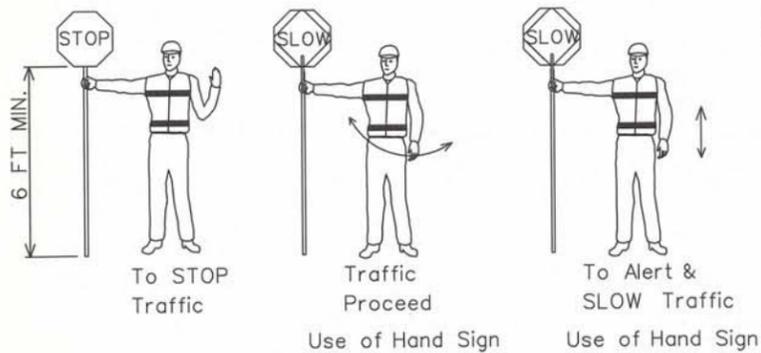


LANE CLOSURES

- All proposed lane, road or shoulder closures shall be reviewed by the DTOE and approved by the Engineer.
- Two lane, two-way highways shall have a maximum work area of two miles; all other roadways shall have a four mile maximum work area.
- A queue analysis shall be performed prior to approval of lane closures on all Interstates according to Section 6A.1 of the Traffic Engineering Manual.
- Closure plans and times shall be turned in to the Engineer for review according to the following:
 - (A) 5 working days minimum if traffic control plan has been approved or is contained in the plans.
 - (B) 10 working days minimum and a traffic control plan must be submitted for lane closures not addressed in the plans.
- Weekly updates to the DTOE, Project Engineer, the LADOTD TMC operator and the regional TMC operator (if applicable) will be required for all ongoing lane closures to update the closure status.
- Daily updates to the DTOE, Project Engineer and TMC operator (if applicable) will be required for all projects where active closures are in place.

FLAGGERS

- All flaggers shall be qualified.
- The contractor shall be responsible for training or assuring that all flaggers are qualified to perform flagging duties.
- A Qualified Flagger is one that has completed courses such as those offered by ATSSA or other courses approved by the LADOTD Work Zone Task Force. The contractor shall be responsible for getting the flagger course approved.
- When utilized, a flagger shall use a minimum 18 inch octagonal shape sign on a minimum 6 foot stop/slow paddle and wear ANSI Class 2 Lime Green vest during day time operations and ANSI Class 3 Lime Green ensemble during night operations.
- In all flagging operations, the flagger must be visible from the flagger advance warning sign.
- Flaggers shall not be used on the Interstate.



THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

PEDESTRIAN CONSIDERATIONS

- If the TTC zone affects the movement of pedestrians, adequate pedestrian access and walkways shall be provided either through the TTC zone or a designated alternate route.
- Pedestrians should be provided with a convenient and accessible path that replicates as nearly as practical the most desirable characteristics of the existing sidewalk(s) or footpath(s).
- Advance notification of sidewalk closures shall be provided by the maintaining agency.

REFERENCES

- The contractor shall be responsible for understanding all rules and requirements in the current edition of the following documents:
 - 1) Louisiana Standard Specifications for Roads and Bridges. <http://www.dotd.la.gov/highways/specifications/>
 - 2) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). <http://mutcd.fhwa.dot.gov/>
 - 3) LADOTD Approved Materials List (AML) Manual. http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Materials_Lab/Pages/Menu_QPL.aspx
 - 4) LADOTD Traffic Engineering Manual http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Traffic_Engineering/Misc%20Documents/Traffic%20Engineering%20Manual.pdf
 - 5) National Cooperative Highway Research Program (NCHRP) Report 350: "Guidelines for Work Zones Traffic Control Devices". http://onlinepubs.trb.org/Onlinepubs/nchrp/nchrp_rpt_350-a.pdf
 - 6) NCHRP Report 475: "A Procedure for Assessing and Planning Nighttime Highway Construction and Maintenance". http://onlinepubs.trb.org/Onlinepubs/nchrp/nchrp_rpt_475.pdf
 - 7) NCHRP Report 476: "Guidelines for Design and Operation of Nighttime Traffic Control for Highway Maintenance". http://onlinepubs.trb.org/Onlinepubs/nchrp/nchrp_rpt_476.pdf
 - 8) NCHRP Report 498: "Illumination Guidelines for Nighttime Highway Work". http://onlinepubs.trb.org/Onlinepubs/nchrp/nchrp_rpt_498.pdf
 - 9) American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide.
 - 10) American Traffic Safety Services Association (ATSSA) Quality Guidelines for Work Zone Traffic Control Devices and Features.
 - 11) U.S. Department of Transportation Federal Highway Administration Traffic Control Handbook for Mobile Operations at Night. <http://www.dot.state.il.us/blr/1023.pdf>

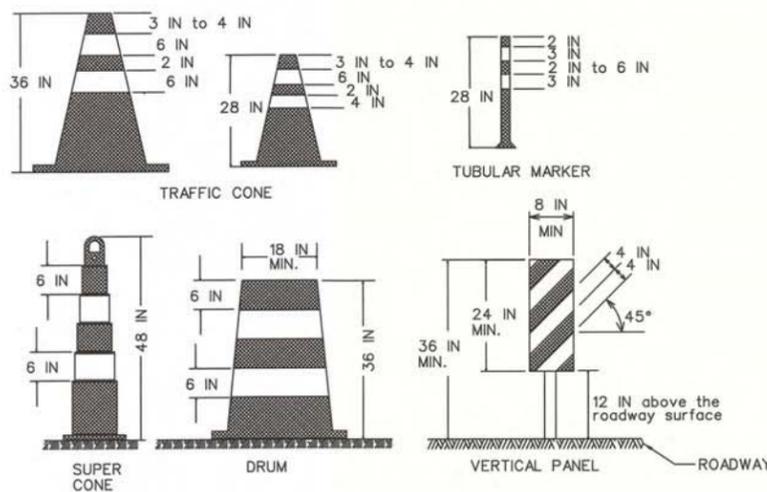


ALL TTC STANDARDS SHOW MINIMUM CONSTRUCTION SIGNING. ALL SITUATIONS SHALL BE REVIEWED AND/OR DESIGNED BY THE ENGINEER. CONTRACTORS ARE RESPONSIBLE FOR COMPLYING WITH ALL TTC STANDARDS.

DESIGNED BY	G. LEBLANC	PARISH	ASCENSION
CHECKED BY	J. COLVIN	CENTRAL SECTION	
DATE		STATE	LA
PROJECT		PROJECT	
DRAWN BY	C. FAYOURT	SHEET NUMBER	207
CHECKED BY	G. LEBLANC	REVISION OR CHANGE ORDER DESCRIPTION	
DATE		BY	
DATE		DATE	7/2/18
APPROVED BY		CHIEF ENGINEER	
TEMPORARY TRAFFIC CONTROL GENERAL NOTES SHEET			
TTC-00 (B)			

CHANNELIZING DEVICES

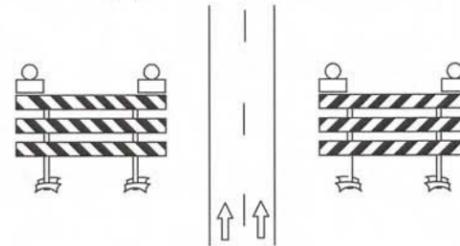
- The following devices may be used as channelizing devices: Tubular Markers, Vertical Panels, Cones, Drums and Super Cones.
- 28 inch traffic cones are not allowed on:
 - Interstates
 - Highways with speeds greater than 40 mph.
- During nighttime operations, 28 inch and 36 inch cones are not allowed.
- Retroreflective material pattern used on super cones shall match that used on drums.
- Tangent Areas:**
 - Standard Spacing:** See Standard Device Spacing and Buffer Space table.
 - Daylight Operations:** Drums and super cones are spaced at standard spacing. All other devices are at 1/2 standard spacing.
 - Nighttime Operations:** Drums and supercones at standard spacing are the only devices allowed.
- Taper Areas:**
 - Standard Spacing:** See Standard Device Spacing and Buffer Space table.
 - Daylight Operations:** Drums are spaced at standard spacing. All other devices are 1/2 standard spacing.
 - Nighttime Operations:** Drums (at standard spacing) are the only devices allowed.
- Type C steady burn lights shall be used on all channelizing devices in the taper as well as the first two devices in the tangent at night, (see the AML).
- Typical channelizing device lateral placement (do not include when it is used as a divider for opposing directions of traffic) shall be 2 feet off the lane line in the closed lane or shoulder.
- Devices may be adjusted laterally to accommodate ongoing work in the immediate vicinity but must be returned to the closed lane after the work activity has moved.
- Channelizing devices on the lane line shall be of the same type.
- Channelizing devices in each taper shall be of the same type.



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TYPE III BARRICADES

- Only Type III Barricades shall be used.
- All barricades shall use Type 3 High Intensity Sheeting on both sides of the barricade.
- All barricades shall be a minimum of 8 feet in length and must meet NCHRP Report 350 or MASH requirements.
- When used for overnight closures, two Type B High Intensity Lights shall supplement all barricades that are placed in a closed lane or that extend across a highway. Two Type A Low Intensity Lights may be used in urban areas if approved by the Engineer (See AML).
- When signs and lights are to be mounted to a barricade, they must meet NCHRP Report 350 or MASH requirements.
- A truck with a TMA may be substituted for a barricade when workers are present.
- Barricades shall be placed:
 - at the beginning of a closed lane or shoulder and at 1,000 foot intervals where no active work is ongoing and the lane must remain closed. A minimum of 2 barricades shall be placed if the lane or shoulder closure is less than 2,000 feet. (One barricade shall be placed at the beginning of the lane closure after the buffer space and one shall be placed in the middle of the lane closure.)
 - before each or group of unfilled holes or holes filled with temporary material.
 - before uncured concrete.
 - in the closed lane on each side of every intersection and crossover. (Do not block sight distance.)
 - in front of piles of material (dirt, aggregate, broken concrete), culverts and equipment which is near the work zone.



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TTC for DROP-OFFS

Average Drop-off	Current Posted Speed (Prior to Construction)	
	> 45 MPH	≤ 45 MPH
≤ 3 IN	Low Shoulder Sign (Optional)	Low Shoulder Sign (Optional)
> 3 IN & ≤ 6 IN	Shoulder Drop Off Sign & Edge Lines or Shoulder Drop Off Sign & Channelizing Device	Shoulder Drop Off Sign
> 6 IN & ≤ 10 IN	No Shoulder Sign, Edge Lines & Vertical Panel	No Shoulder Sign & Channelizing Device
> 10 IN	Concrete Barrier (if drop off is < 12 FT from edge of travel lane) & Edge Lines	No Shoulder Sign & Vertical Panel

INTERSTATE	
Average Drop-off	Low Shoulder Sign (Optional)
≤ 2 IN	Low Shoulder Sign (Optional)
> 2 IN & ≤ 6 IN	Shoulder Drop Off Sign & Edge Lines or Shoulder Drop Off Sign & Channelizing Device
> 6 IN	Concrete Barrier (if drop off is < 12 FT from edge of travel lane), Shoulder Drop Off Sign, & Edge Lines

- If a portable concrete barrier will be required then the deflection shall be considered in the design.
- For Interstate ramps, refer to non-Interstate drop offs.

STANDARD DEVICE SPACING AND BUFFER SPACE

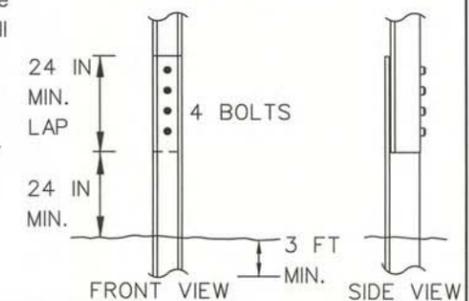
SPEED LIMIT (prior to construction) MPH	MERGING TAPER LENGTH (L) Lane Width (FT)				STANDARD DEVICE SPACING IN FEET		BUFFER SPACE FT
	9	10	11	12	Along Taper	Along Tangent	
25	94	105	115	125	20	40	155
30	135	150	165	180	30	60	200
35	184	205	225	245	35	70	250
40	240	267	294	320	40	80	305
45	405	450	495	540	40	80	360
50	450	500	550	600	40	80	425
55	495	550	605	660	40	80	495
60	540	600	660	720	40	80	570
65	585	650	715	780	40	80	645
70	630	700	770	840	40	80	730
75	675	750	825	900	40	80	820

SPEED LIMIT (prior to construction) MPH	SHIFTING TAPER LENGTH (1/2)L Lane Shift (FT)						STANDARD DEVICE SPACING IN FEET		BUFFER SPACE FT
	2	4	6	8	10	12	Along Taper	Along Tangent	
25	11	21	32	42	52	63	20	40	155
30	15	30	45	60	75	90	30	60	200
35	21	41	62	82	102	123	35	70	250
40	27	54	80	107	134	160	40	80	305
45	45	90	135	180	225	270	40	80	360
50	50	100	150	200	250	300	40	80	425
55	55	110	165	220	275	330	40	80	495
60	60	120	180	240	300	360	40	80	570
65	65	130	195	260	325	390	40	80	645
70	70	140	210	280	350	420	40	80	730
75	75	150	225	300	375	450	40	80	820

SPEED LIMIT (prior to construction) MPH	SHOULDER TAPER LENGTH (1/3)L Shoulder Width (FT)						STANDARD DEVICE SPACING IN FEET		BUFFER SPACE FT
	2	4	6	8	10	12	Along Taper	Along Tangent	
25	7	14	21	28	35	42	20	40	155
30	10	20	30	40	50	60	30	60	200
35	14	28	41	55	68	82	35	70	250
40	18	36	54	72	89	107	40	80	305
45	30	60	90	120	150	180	40	80	360
50	34	67	100	134	167	200	40	80	425
55	37	74	110	147	184	220	40	80	495
60	40	80	120	160	200	240	40	80	570
65	44	87	130	174	217	260	40	80	645
70	47	94	140	187	234	280	40	80	730
75	50	100	150	200	250	300	40	80	820

- All termination and flagger tapers are 100 feet. (MIN. 6 channelizing devices per lane equally spaced 20 feet apart.)
- See TTC Standards for flagger taper.
- See MUTCD for taper formulas.

- ALLOWABLE LAP SPLICE FOR U-CHANNEL POST**
U-Channel posts may be spliced where long lengths are required. The upper section shall overlap the lower section by at least 24 inches. The bottom edge of the upper section of the splice shall be a minimum of 24 inches above the ground. The spliced sections shall be secured with at least four 5/16 inch diameter hex bolts spaced equally along the splice.



SHEET NUMBER 208

DESIGNED BY: G. LEBLANC
CHECKED BY: J. COLVIN

PARISH: ASCENSION

CONTROL SECTION: STATE PROJECT

DATE: 7/2/18

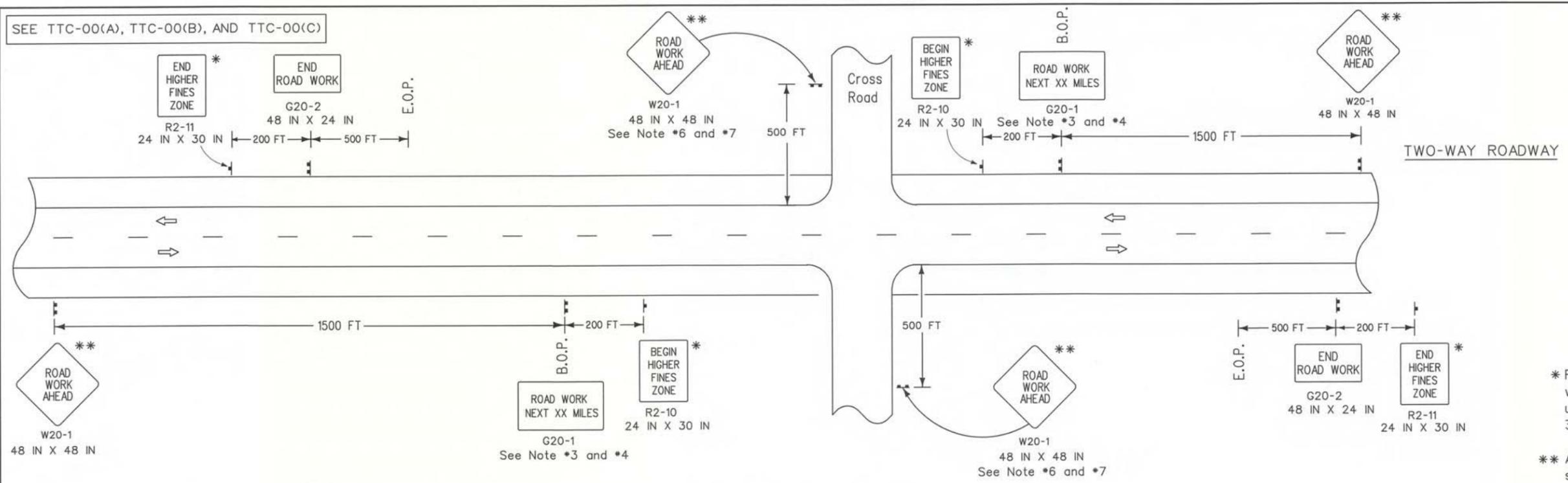
REVISION OR CHANGE ORDER DESCRIPTION: BY: DATE: 7/2/18

APPROVED BY: GARY N. LEBLANC, REGISTERED PROFESSIONAL ENGINEER IN CIVIL ENGINEERING, License No. 28220

TEMPORARY TRAFFIC CONTROL GENERAL NOTES SHEET TTC-00 (C)

DOTD TRAFFIC ENGINEERING

SEE TTC-00(A), TTC-00(B), AND TTC-00(C)



* For divided roadways with speeds \geq 50 mph use larger sign, 36 IN X 48 IN.
 ** Any sign of the W20-1 series may be used.

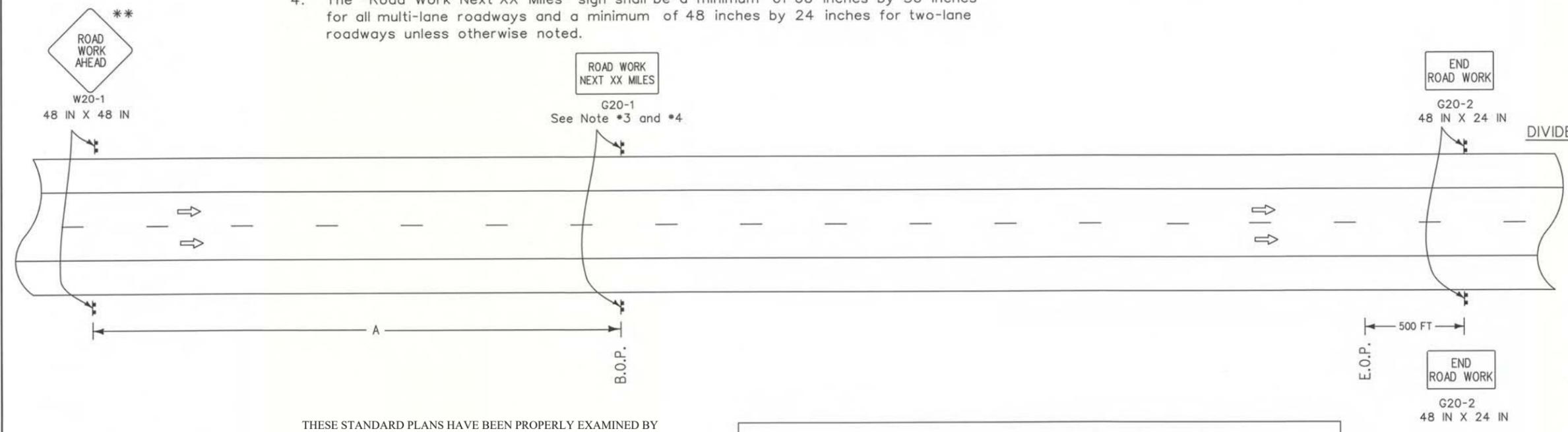
NOTES

This sheet shall be used with the Temporary Traffic Control General Notes Sheets TTC-00(A), TTC-00(B), TTC-00(C), and other Temporary Traffic Control Sheets as appropriate.

1. This layout represents the minimum traffic controls required for placement of "Road Work Next XX Miles" and "End Road Work" signs.
2. This layout does not replace other TTC Standard Sheets, but is intended as a supplement to the required signing.
3. The distance on the "Road Work Next XX Miles" sign shall be stated to the nearest whole mile. This sign shall be placed at the Beginning of Project (B.O.P.) limits. This sign may be omitted if work zone is less than 0.5 miles.
4. The "Road Work Next XX Miles" sign shall be a minimum of 60 inches by 36 inches for all multi-lane roadways and a minimum of 48 inches by 24 inches for two-lane roadways unless otherwise noted.
5. The "End Road Work" sign shall be placed 500 feet past the End of Project (E.O.P.) limits.
6. If "Road Work Ahead" sign is used on a cross road to warn of road work on another route, then "End Road Work" sign is not required.
7. When projects are separated by less than 1 mile, they shall be signed as one project; this may require coordination.

LEGEND

- ↓ Traffic Sign
- ⇒ Direction of Travel



APPROVED BY: DATE: 10/7/2019

APPROVED BY: DATE: 6-27-18

SPEED LIMIT (prior to construction)	SPACING
\leq 40 mph	1500 FT
45 mph	2640 FT
$>$ 45 mph	5280 FT

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

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• Sign spacing to be adjusted for Horizontal and Vertical curves.
 • For work outside of the traveled way, see TTC-01 and TTC-02.

ASCESSION

DESIGNED BY: G. LEBLANC
 CHECKED BY: J. COLVIN

DATE: 7/2/18

REVISION OR CHANGE ORDER DESCRIPTION

NO. DATE

BY:

DATE: 10/7/2019

STATE OF LOUISIANA

PAUL OLIVIER
 LICENSE NO. 33967
 PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING

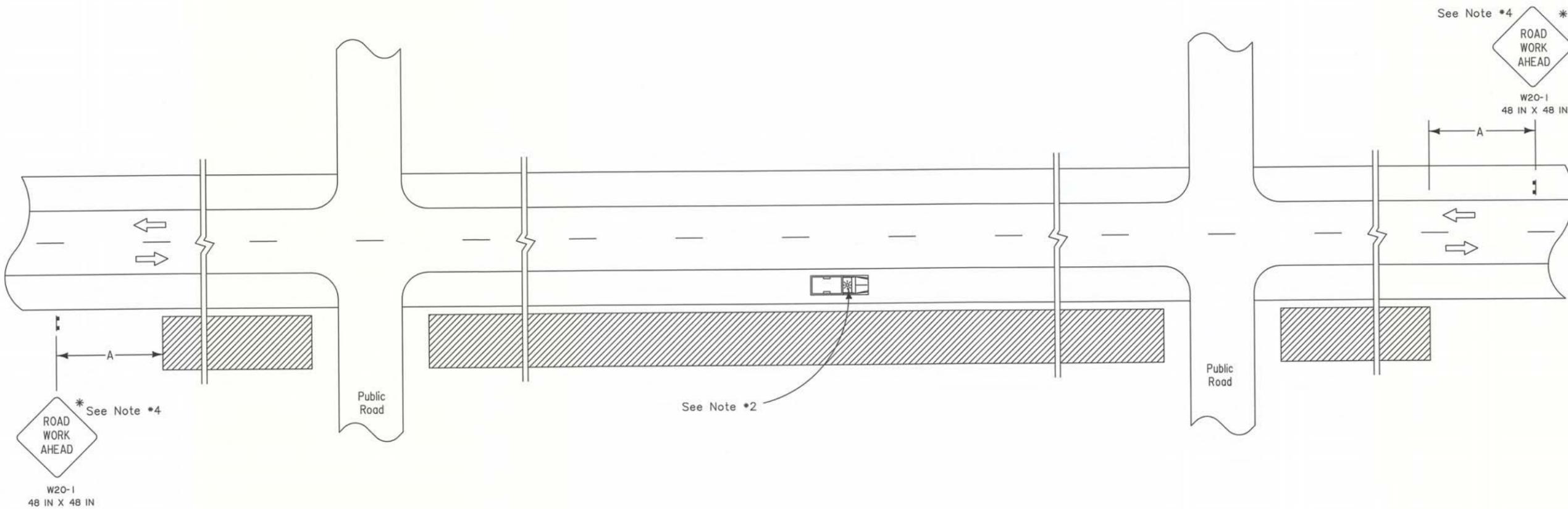
STATE OF LOUISIANA

GARY N. LEBLANC
 REG. NO. 28220
 REGISTERED PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING

TEMPORARY TRAFFIC CONTROL LAYOUT FOR PLACEMENT OF ROAD WORK NEXT XX MILES AND END ROAD WORK SIGNS

TTC-00 (D)

DOTD
 TRAFFIC ENGINEERING



LEGEND

- Traffic Sign
- Work Area
- Direction of Travel
- Truck with Amber Light

SPEED LIMIT (prior to construction)	SPACING 'A'
≤ 40 mph	500 FT
45-50 mph	1000 FT
≥ 55 mph	1500 FT

NOTES

This sheet shall be used with the Temporary Traffic Control General Notes Sheets TTC-00(A), TTC-00(B) and TTC-00(C).

1. This layout represents the minimum traffic controls required for workers and equipment operating more than 15 feet from the travel way.
2. If the operation results in equipment or other vehicles being parked closer than 15 feet to the travel way, but not within the roadway, each vehicle shall have an amber light.
3. When a work area has been established on one side of the roadway only, there shall be no parking on the opposite shoulder within 500 feet of the work area.
4. Other signs may be used in place of the "Road Work Ahead" sign, such as W21-8 (Mowing), W21-7 (Utility), or W21-6 (Survey) when applicable.

* Any sign of the W20-1 series may be used.

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DESIGNED	G. LEBLANC
CHECKED	J. COLVIN
DETAILER	C. FAKOURI
CHECKED	G. LEBLANC
SERIES NUMBER	

REVISION OR CHANGE ORDER DESCRIPTION	BY	DATE
		7/2/18

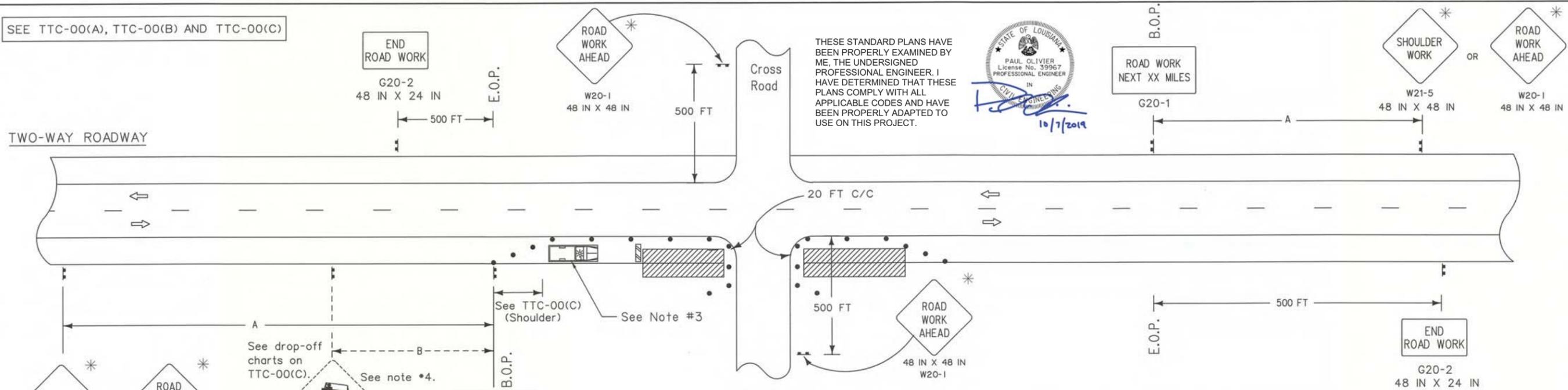


TEMPORARY TRAFFIC CONTROL FOR WORK GREATER THAN 15 FEET FROM THE TRAVELED WAY
 TTC-01



SEE TTC-00(A), TTC-00(B) AND TTC-00(C)

TWO-WAY ROADWAY



THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.



NOTES

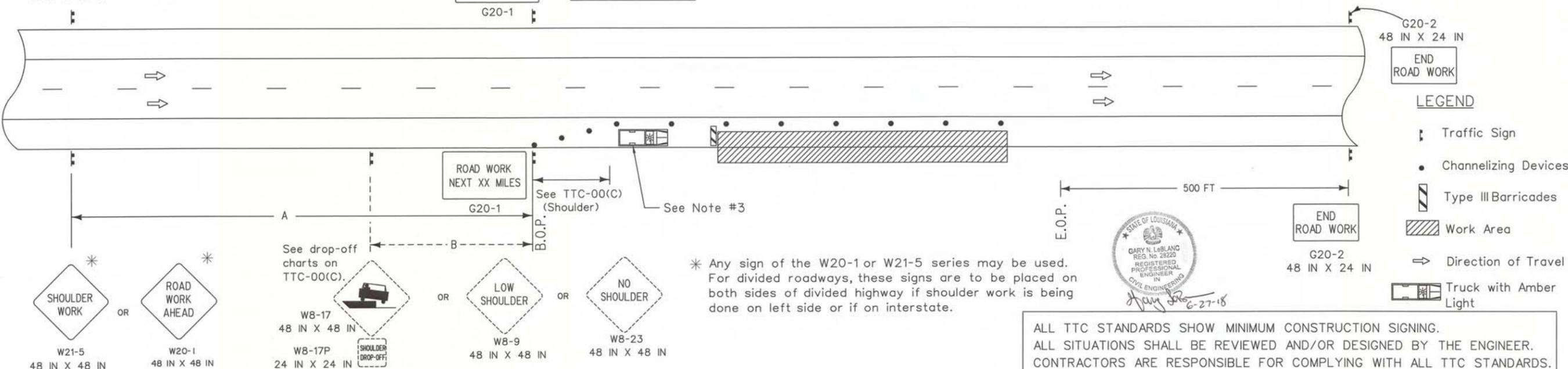
This sheet shall be used with the Temporary Traffic Control General Notes Sheets TTC-00(A), TTC-00(B), TTC-00(C)

1. This layout represents the minimum traffic controls required for workers and equipment operating less than 15 feet from the traveled way for more than one hour. Less than one hour, see figure TA-4 of the MUTCD.
2. No signs or barricades are required for equipment operating or work in progress greater than 15 feet from the traveled way. (See TTC-01).
3. Work or equipment confined to a spot location (less than 200 feet) shall be marked by channelizing devices spaced at 25 feet or by a vehicle with an amber light visible to traffic. Work extending more than 200 feet of roadway length shall be marked with appropriate devices spaced as noted on TTC-00(C).
4. Applicable drop-off sign options are defined on TTC-00(C).
5. The distance on the "Road Work Next XX Miles" sign shall be stated to the nearest whole mile. This sign shall be placed at the Beginning of Project (B.O.P.) limits. This sign may be omitted if work zone is less than 0.5 miles.
6. A vehicle with a flashing amber light and a truck mounted attenuator shall be used on all roadways with an ADT greater than 20,000 and a pre-construction speed greater than or equal to 40 mph. This vehicle shall move with work operations not to exceed the roll-ahead distance required by the manufacturer plus 100 feet.

SPEED LIMIT (prior to construction)	SPACING	
	'A'	'B'
≤ 40 mph	500 FT	250 FT
45-50 mph	1000 FT	350 FT
≥ 55 mph	1500 FT	500 FT
Expressway/Interstate	2500 FT	1000 FT

- See TTC-00(C) for minimum taper length and maximum device spacing for shoulder closure tapers.
- If horizontal curve radius is less than 300 feet, device spacing shall be 25 feet.

DIVIDED ROADWAY



* Any sign of the W20-1 or W21-5 series may be used. For divided roadways, these signs are to be placed on both sides of divided highway if shoulder work is being done on left side or if on interstate.

ALL TTC STANDARDS SHOW MINIMUM CONSTRUCTION SIGNING.
ALL SITUATIONS SHALL BE REVIEWED AND/OR DESIGNED BY THE ENGINEER.
CONTRACTORS ARE RESPONSIBLE FOR COMPLYING WITH ALL TTC STANDARDS.

SHEET NUMBER 211

ASCENSION

DESIGNED BY: G. LEBLANC
CHECKED BY: J. COLVIN

DETAILS BY: C. FAKOURI
CHECKED BY: G. LEBLANC

REVISION OR CHANGE ORDER DESCRIPTION

DATE: 7/2/18

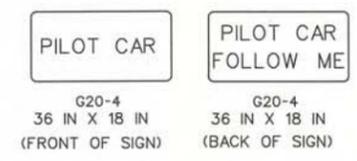
APPROVED BY: [Signature]
LICENSE ENGINEER

TEMPORARY TRAFFIC CONTROL LAYOUT FOR WORK LESS THAN 15 FEET FROM THE TRAVELED WAY

TTC-02

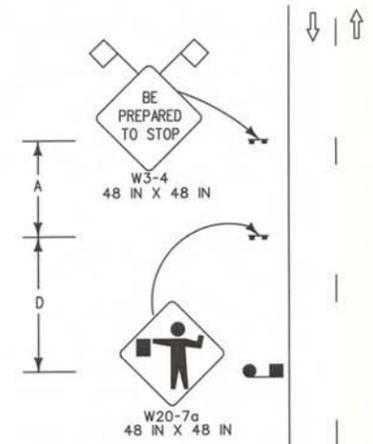
SEE TTC-00(A), TTC-00(B), TTC-00(C), AND TTC-00(D)

- PILOT CAR**
- If used, a pilot car shall guide a queue of vehicles through the work zone or diversion.
 - It shall be used in restricted visibility operations such as lime or cement stabilization, chip seals, or operations in hilly or curvy terrains, where flaggers cannot see each other (no clear line-of-sight).
 - The operation of the pilot vehicle shall be coordinated with flagging operations or other controls at each end of the one-lane section and all major driveways and street intersections.
 - The pilot car sign should be mounted 7 feet above roadway in a position visible to oncoming and following traffic.
 - The pilot car shall have an amber beacon light.
 - The sign mounted on the vehicle shall be two-sided.

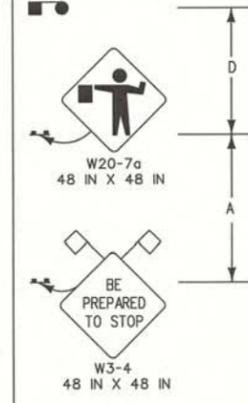
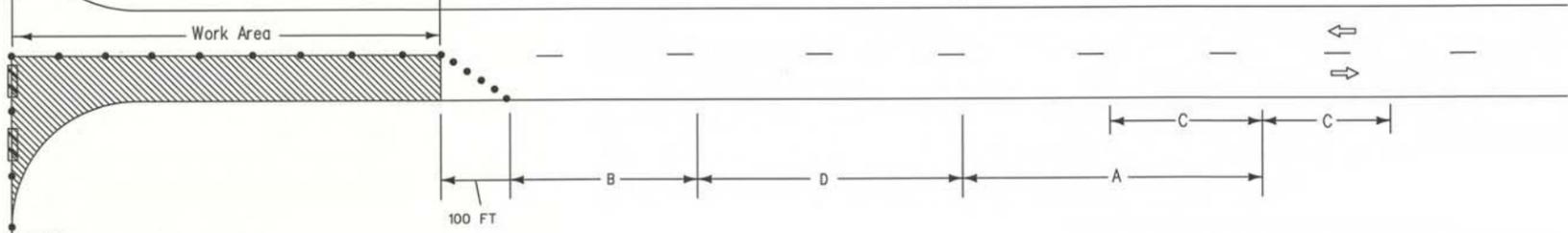
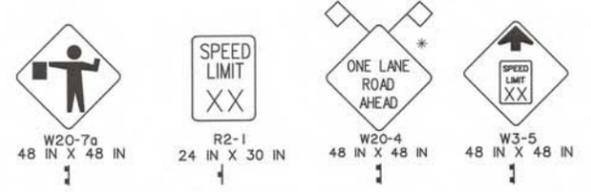


- LEGEND**
- ⬇ Traffic Sign
 - Channelizing Devices
 - ▨ Type III Barricades
 - ▨ Work Area
 - ♫ Flagger
 - ⊕ Type B Light
 - ➡ Direction of Travel
 - 🚚 Truck with Amber Light and TMA

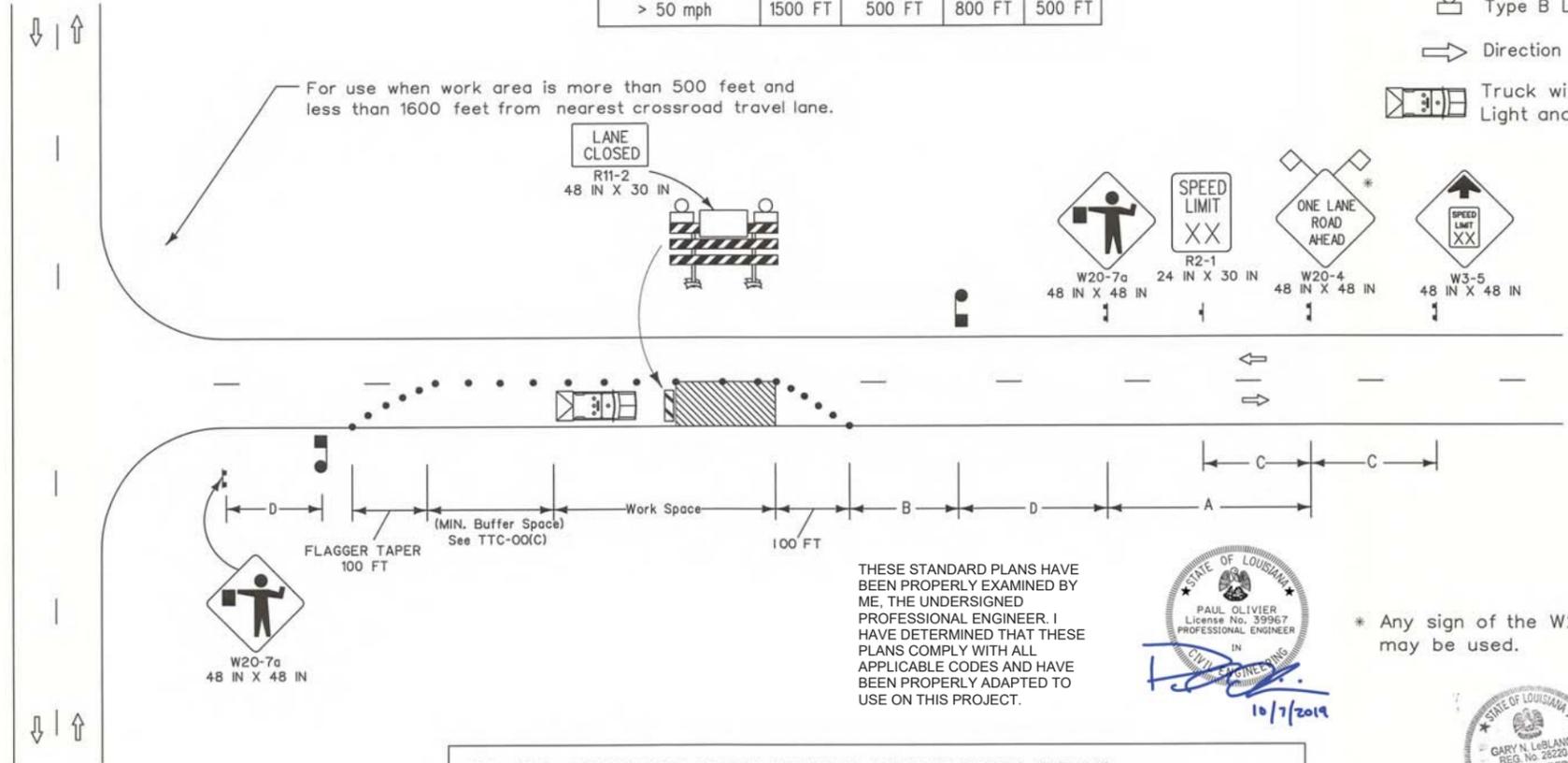
SPEED LIMIT (prior to construction)	SPACING			
	'A'	'B'	'C'	'D'
≤ 40 mph	500 FT	100 FT	N/A	125 FT
45-50 mph	1000 FT	350 FT	500 FT	350 FT
> 50 mph	1500 FT	500 FT	800 FT	500 FT



For use when work area is less than or equal to 500 feet from nearest crossroad travel lane, but work area does not encroach crossroad travel lanes.



For use when work area is more than 500 feet and less than 1600 feet from nearest crossroad travel lane.



THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

STATE OF LOUISIANA
PAUL OLIVIER
Licenses No. 39967
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
10/7/2019

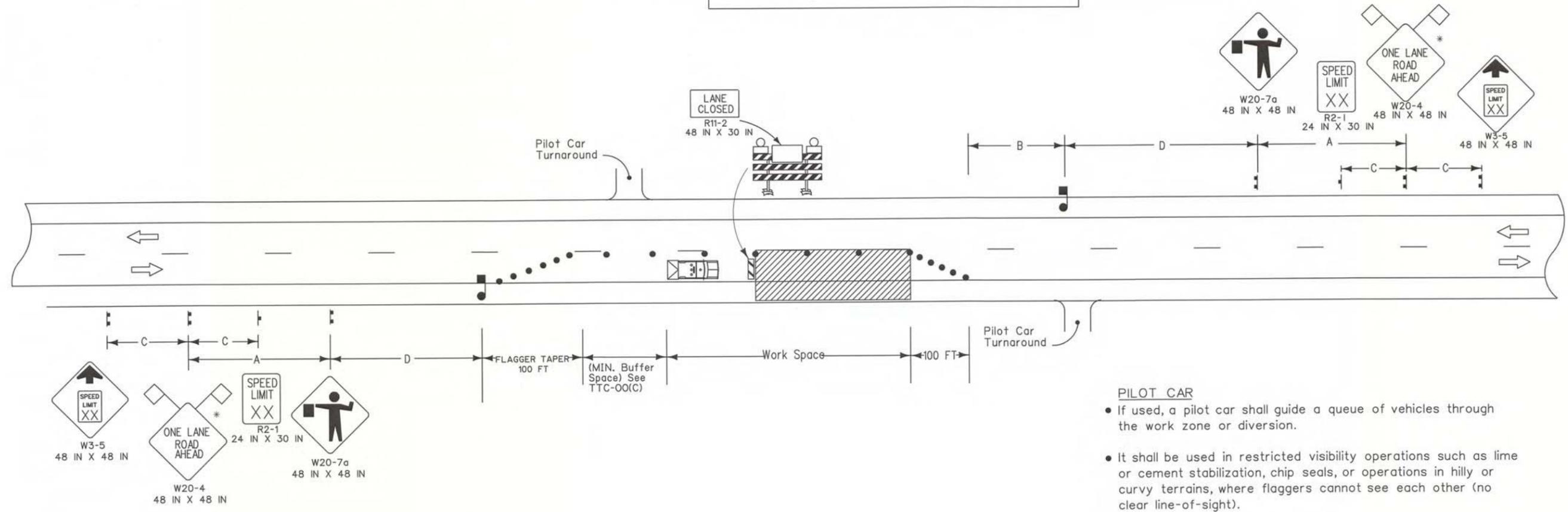
* Any sign of the W20-4 series may be used.

ALL TTC STANDARDS SHOW MINIMUM CONSTRUCTION SIGNING.
ALL SITUATIONS SHALL BE REVIEWED AND/OR DESIGNED BY THE ENGINEER.
CONTRACTORS ARE RESPONSIBLE FOR COMPLYING WITH ALL TTC STANDARDS.

STATE OF LOUISIANA
GARY N. LEBLANC
REG. No. 26220
REGISTERED PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
6-27-18

- NOTES**
- This sheet shall be used with the Temporary Traffic Control General Notes Sheets TTC-00(A), TTC-00(B), TTC-00(C), and TTC-00(D).
1. This layout represents the minimum traffic controls required for lane closures on two-lane roads with two-way traffic less than 1600 feet from an intersection. For advance signing see TTC-00(D).
 2. Visual or radio contact shall be required between flaggers at all times. The flagger shall be visible from flagger sign.
 3. Only law officers shall direct traffic against a traffic signal indication.
 4. If work area is greater than 1600 feet see TTC-04.
 5. If a pilot car is required then the contractor is not required to have channelizing devices in the tangent section.
 6. A vehicle with a flashing amber light and a truck mounted attenuator shall be used on all roadways with an ADT greater than 20,000 and a pre-construction speed greater than or equal to 40 mph. This vehicle shall move with work operations not to exceed the roll-ahead distance required by the manufacturer plus 100 feet.

SEE TTC-00(A), TTC-00(B), TTC-00(C), AND TTC-00(D)



NOTES

This sheet shall be used with the Temporary Traffic Control General Notes Sheets TTC-00(A), TTC-00(B), TTC-00(C) and TTC-00(D).

- This layout represents the minimum traffic controls required for lane closures on two-lane roads with two-way traffic greater than 1600 feet from an intersection. For this type of closure either a flagger or a pilot car will be required. For advance signing see TTC-00(D).
- To prevent vehicles from entering the work area against the flow of traffic, an additional flagger shall be stationed at each intersection, major driveway, railroad crossing, or crossing within the work area.
- For projects in rural areas the distance between flaggers shall not exceed:
 - (A) 2.5 miles for ADT < 2,500
 - (B) 2.0 miles for 2,500 < ADT < 5,000
 - (C) 1.5 miles for ADT > 5,000
- The flagger station shall be near the beginning of the taper and shall have adequate sight distance to be visible to oncoming traffic. If sight distance cannot be achieved, the distance between flaggers may be extended for a short duration.
- Visual or radio contact shall be required between flaggers at all times. The flagger shall be visible from the flagger sign.
- A vehicle with a flashing amber light and a truck mounted attenuator shall be used on all roadways with an ADT greater than 20,000 and a pre-construction speed greater than or equal to 40 mph. This vehicle shall move with work operations not to exceed the roll-ahead distance required by the manufacturer plus 100 feet.

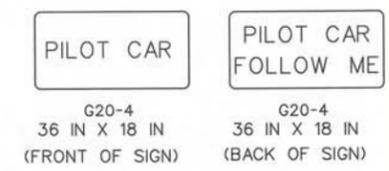
- If a pilot car is required then the contractor is not required to have channelizing devices in the tangent section.
- If work zone is less than 1600 feet from an intersection see TTC-03.

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.



PILOT CAR

- If used, a pilot car shall guide a queue of vehicles through the work zone or diversion.
- It shall be used in restricted visibility operations such as lime or cement stabilization, chip seals, or operations in hilly or curvy terrains, where flaggers cannot see each other (no clear line-of-sight).
- The operation of the pilot vehicle shall be coordinated with flagging operations or other controls at each end of the one-lane section and all major driveways and street intersections.
- The pilot car sign should be mounted 7 feet above roadway in a position visible to oncoming and following traffic.
- The pilot car shall have an amber beacon light.
- The sign mounted on the vehicle shall be two-sided.



SPEED LIMIT (prior to construction)	SPACING			
	'A'	'B'	'C'	'D'
≤ 40 mph	500 FT	100 FT	N/A	125 FT
45-50 mph	1000 FT	350 FT	500 FT	350 FT
≥ 55 mph	1500 FT	500 FT	800 FT	500 FT

* Any sign of the W20-4 series may be used.

LEGEND

- Traffic Sign
- Flagger
- Channelizing Devices
- Type III Barricades
- Work Area
- Type B Light
- Direction of Travel
- Truck with Amber Light and TMA

ALL TTC STANDARDS SHOW MINIMUM CONSTRUCTION SIGNING.
ALL SITUATIONS SHALL BE REVIEWED AND/OR DESIGNED BY THE ENGINEER.
CONTRACTORS ARE RESPONSIBLE FOR COMPLYING WITH ALL TTC STANDARDS.



SHEET NUMBER 213

PARISH ASCENSION

DESIGNED BY G. LEBLANC
CHECKED BY J. COLVIN

DATE 7/2/18

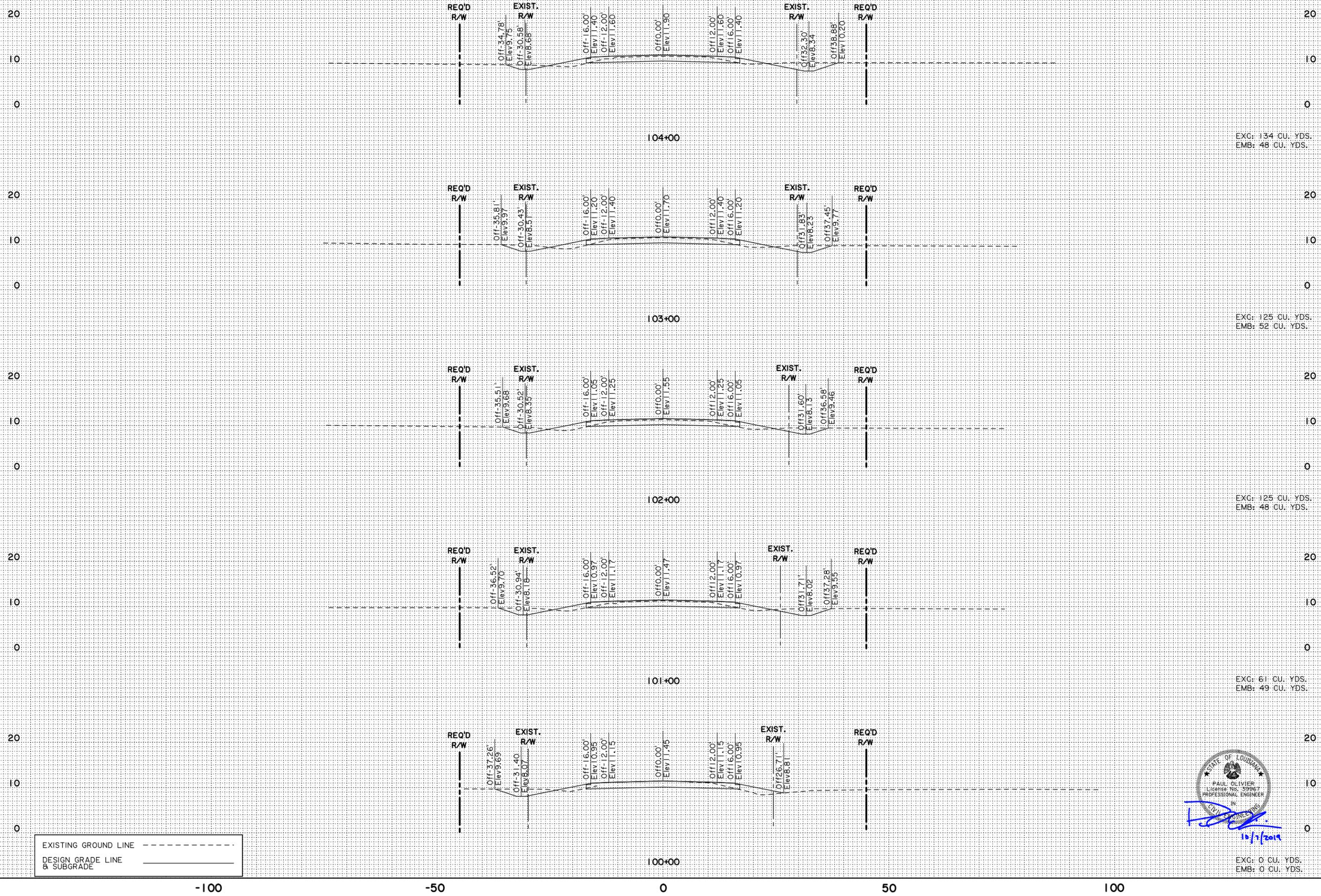
REVISION OR CHANGE ORDER DESCRIPTION BY DATE

APPROVED BY: *[Signature]* CHIEF ENGINEER

TEMPORARY TRAFFIC CONTROL LAYOUT FOR LANE CLOSURES ON TWO LANE ROADS WITH TWO-WAY TRAFFIC (FLAGGING OPERATIONS) TTC-04

DOTD TRAFFIC ENGINEERING

FINAL PLANS



EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE ————



EXG: 134 CU. YDS.
EMB: 48 CU. YDS.

EXG: 125 CU. YDS.
EMB: 52 CU. YDS.

EXG: 125 CU. YDS.
EMB: 48 CU. YDS.

EXG: 61 CU. YDS.
EMB: 49 CU. YDS.

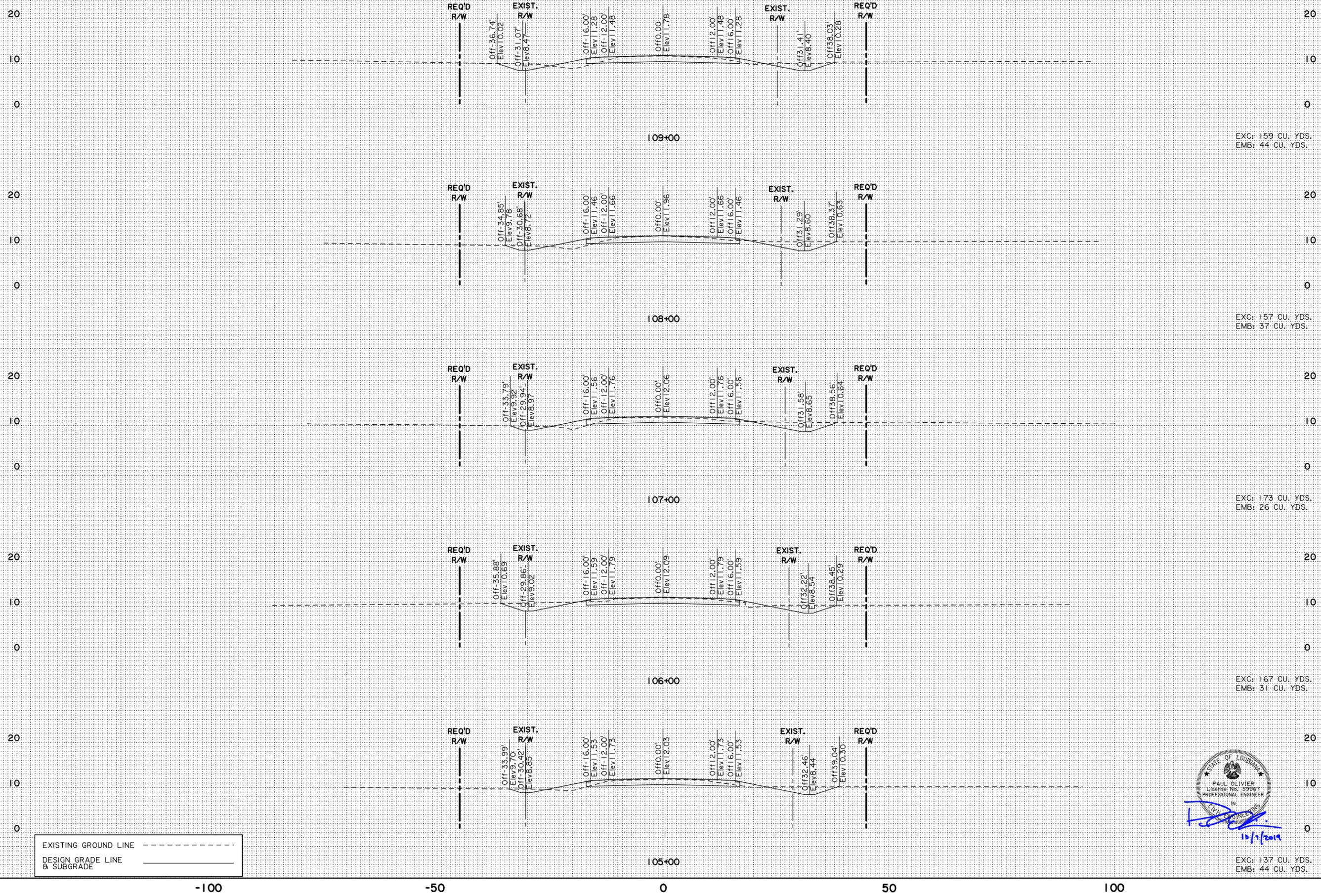
EXG: 0 CU. YDS.
EMB: 0 CU. YDS.

SHEET NUMBER		401	
DESIGNED	P. OLIVIER	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. OSBORNE	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER	SERIES NUMBER	1 OF 14
NO.		DATE	BY
REVISION OR CHANGE ORDER DESCRIPTION			

RODDY ROAD WIDENING: LA 935 TO LA 621

T. BAKER SMITH

FINAL PLANS



EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE ———

EXG: 159 CU. YDS.
EMB: 44 CU. YDS.

EXG: 157 CU. YDS.
EMB: 37 CU. YDS.

EXG: 173 CU. YDS.
EMB: 26 CU. YDS.

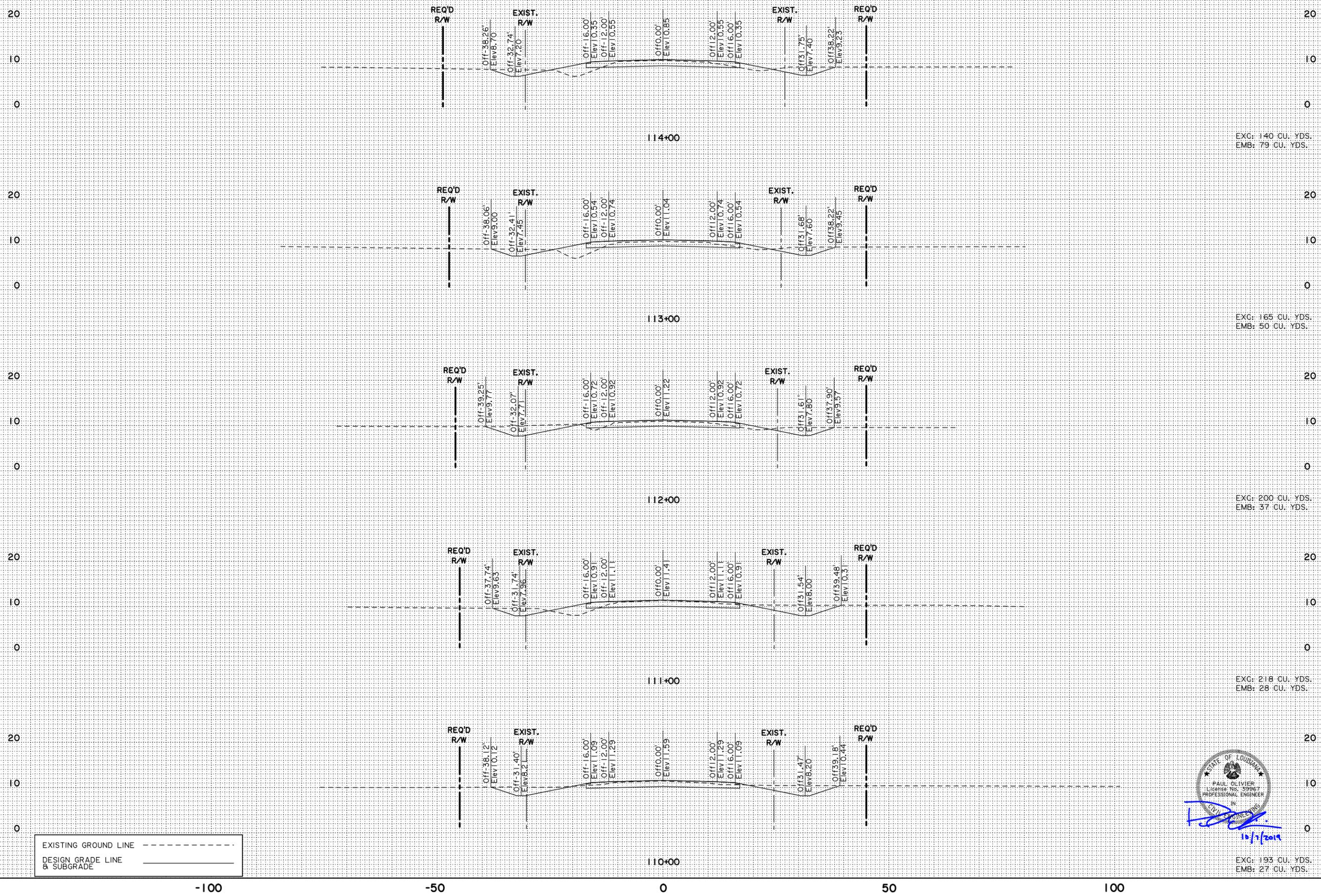
EXG: 167 CU. YDS.
EMB: 31 CU. YDS.

EXG: 137 CU. YDS.
EMB: 44 CU. YDS.



SHEET NUMBER		402	
DESIGNED	P. OLIVIER	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. OSBORNE	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER	SERIES NUMBER	2 OF 14
NO.		DATE	BY
REVISION OR CHANGE ORDER DESCRIPTION			
CROSS SECTIONS RODDY ROAD WIDENING: LA 935 TO LA 621			

FINAL PLANS



EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE ————



110+00	EXG: 193 CU. YDS. EMB: 27 CU. YDS.
111+00	EXG: 218 CU. YDS. EMB: 28 CU. YDS.
112+00	EXG: 200 CU. YDS. EMB: 37 CU. YDS.
113+00	EXG: 165 CU. YDS. EMB: 50 CU. YDS.
114+00	EXG: 140 CU. YDS. EMB: 79 CU. YDS.

SHEET NUMBER 403	
DESIGNED BY P. OLIVIER	CHECKED BY D. HYMEL
PARISH ASCENSION	CONTROL SECTION -
PARISH PROJECT MA-17-01-A	
Detailed by L. OSBORNE	Checked by P. OLIVIER
Series Number 3 OF 14	Revision or Change Order Description
NO.	DATE
BY	



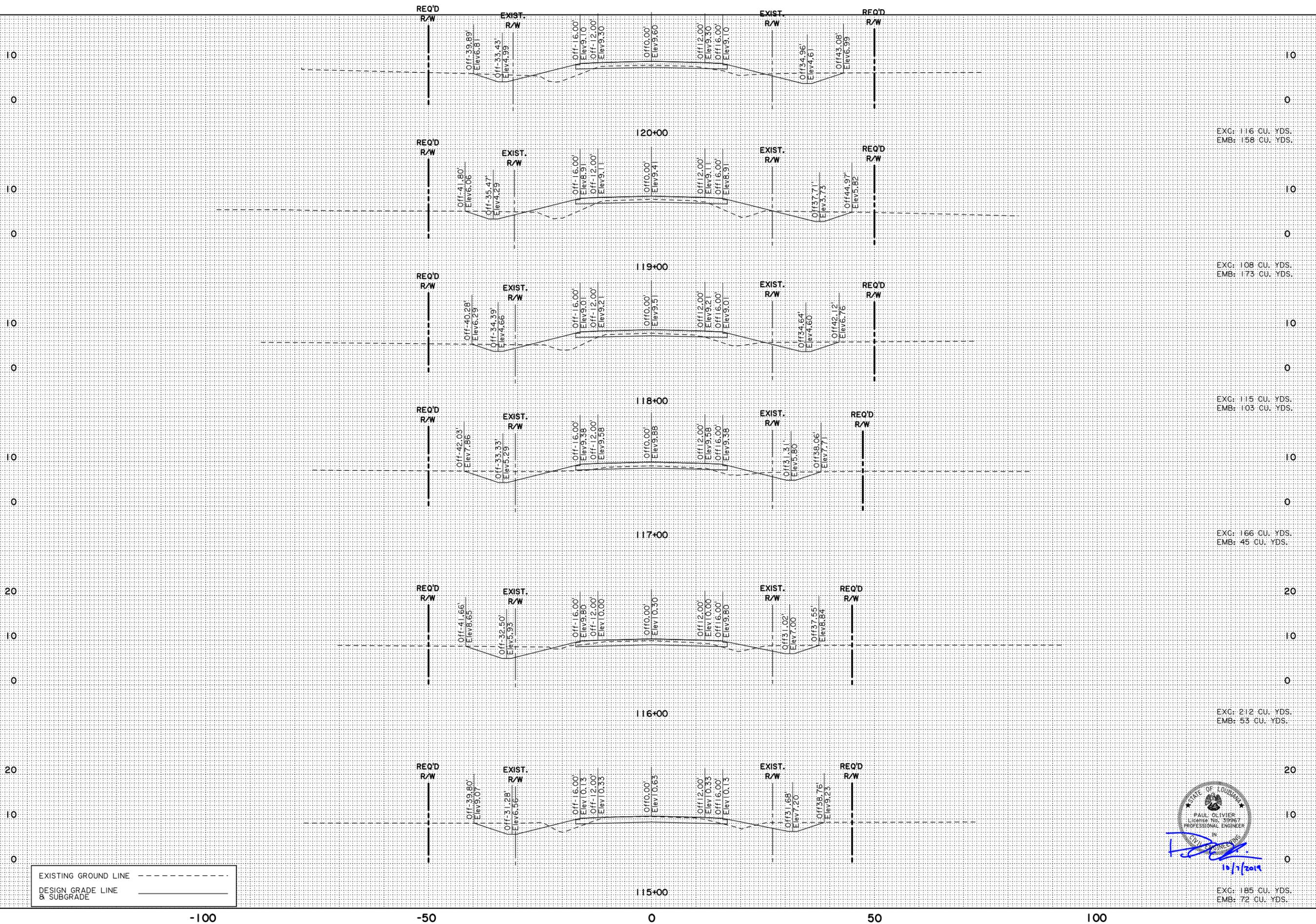
CROSS SECTIONS

RODDY ROAD WIDENING: LA 935 TO LA 621



FINAL PLANS

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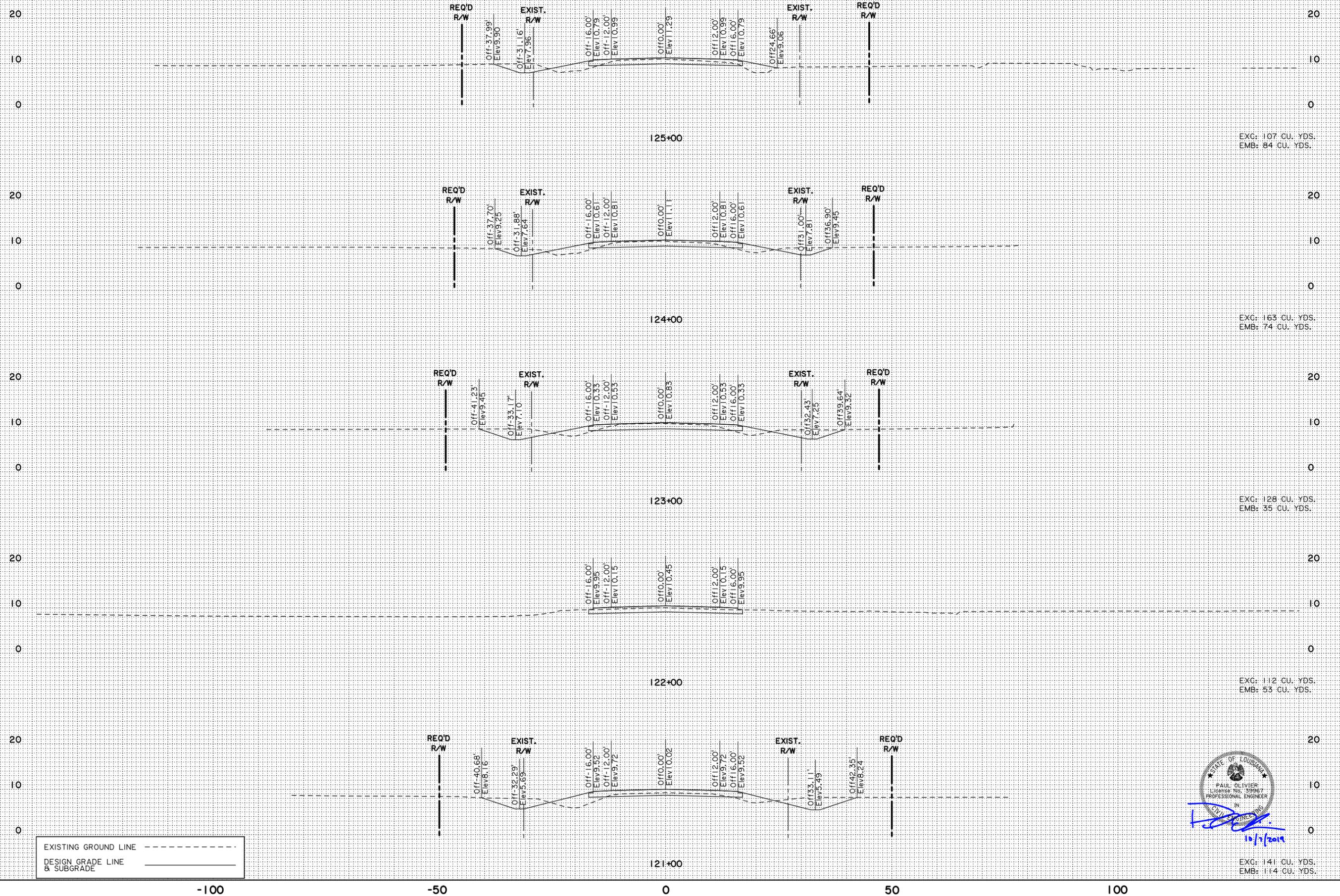


EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE _____



SHEET NUMBER 404	
DESIGNED BY: P. OLIVIER	CONTROL SECTION: -
CHECKED BY: D. HYMEL	PARISH PROJECT: MA-17-01-A
Detailed BY: L. OSBORNE	PARISH: ASCENSION
CHECKED BY: P. OLIVIER	NO. DATE
SERIES NUMBER: 4 OF 14	REVISION OR CHANGE ORDER DESCRIPTION
CROSS SECTIONS RODDY ROAD WIDENING: LA 935 TO LA 621	
T. BAKER SMITH	

FINAL PLANS



EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE _____



EXG: 107 CU. YDS.
EMB: 84 CU. YDS.

EXG: 163 CU. YDS.
EMB: 74 CU. YDS.

EXG: 128 CU. YDS.
EMB: 35 CU. YDS.

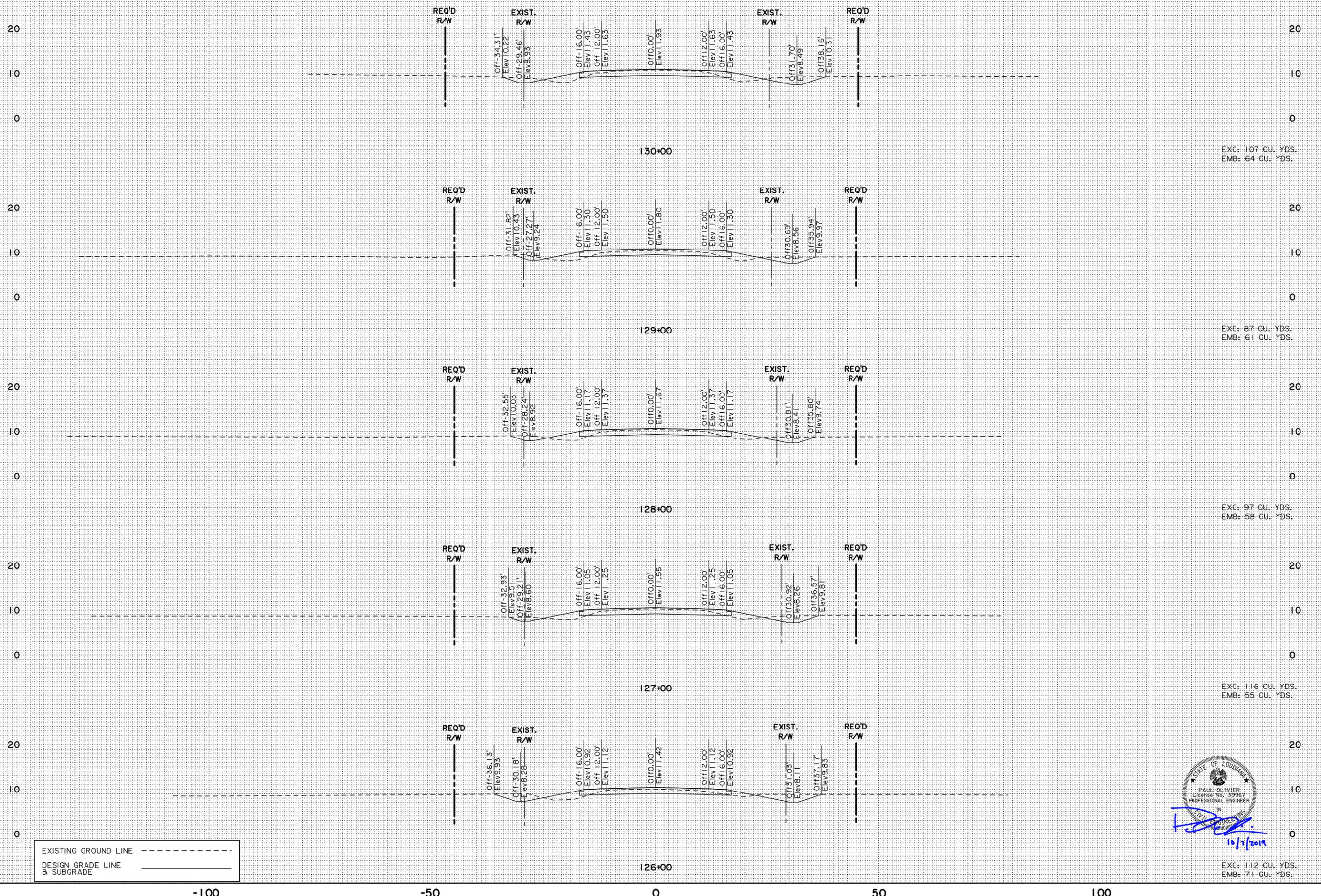
EXG: 112 CU. YDS.
EMB: 53 CU. YDS.

EXG: 141 CU. YDS.
EMB: 114 CU. YDS.

SHEET NUMBER		405	
DESIGNED	P. OLIVIER	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. OSBORNE	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER	SERIES NUMBER	5 OF 14
NO.		DATE	BY
REVISION OR CHANGE ORDER DESCRIPTION			
CROSS SECTIONS RODDY ROAD WIDENING: LA 935 TO LA 621			
		T. BAKER SMITH	

FINAL PLANS

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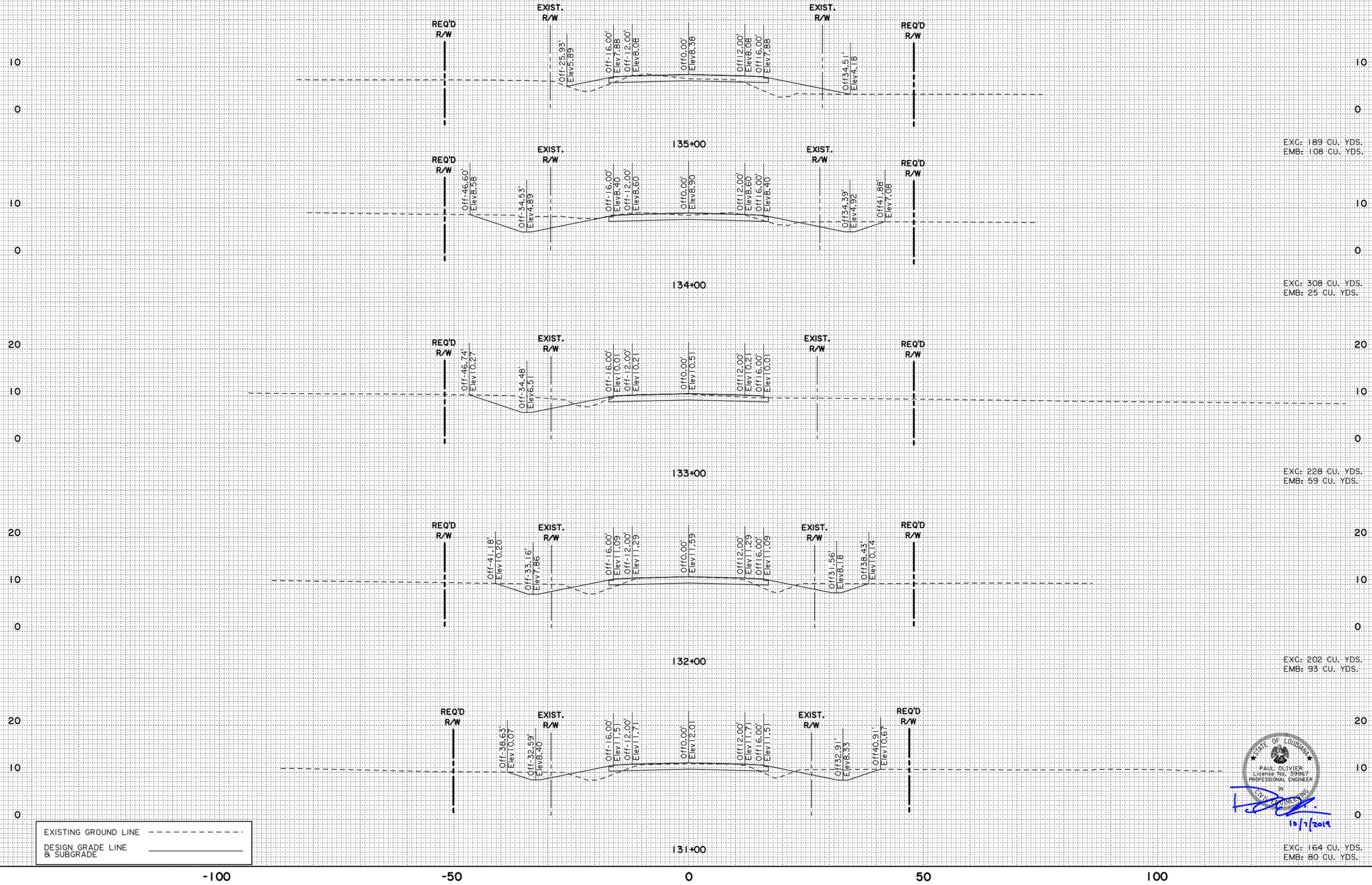


EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE _____



SHEET NUMBER		406	
DESIGNED	P. OLIVIER	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. OSBORNE	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER	SERIES NUMBER	6 OF 14
NO.		DATE	BY
REVISION OR CHANGE ORDER DESCRIPTION			
CROSS SECTIONS			
RODDY ROAD WIDENING: LA 935 TO LA 621			
T. BAKER SMITH			

FINAL PLANS



EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE _____



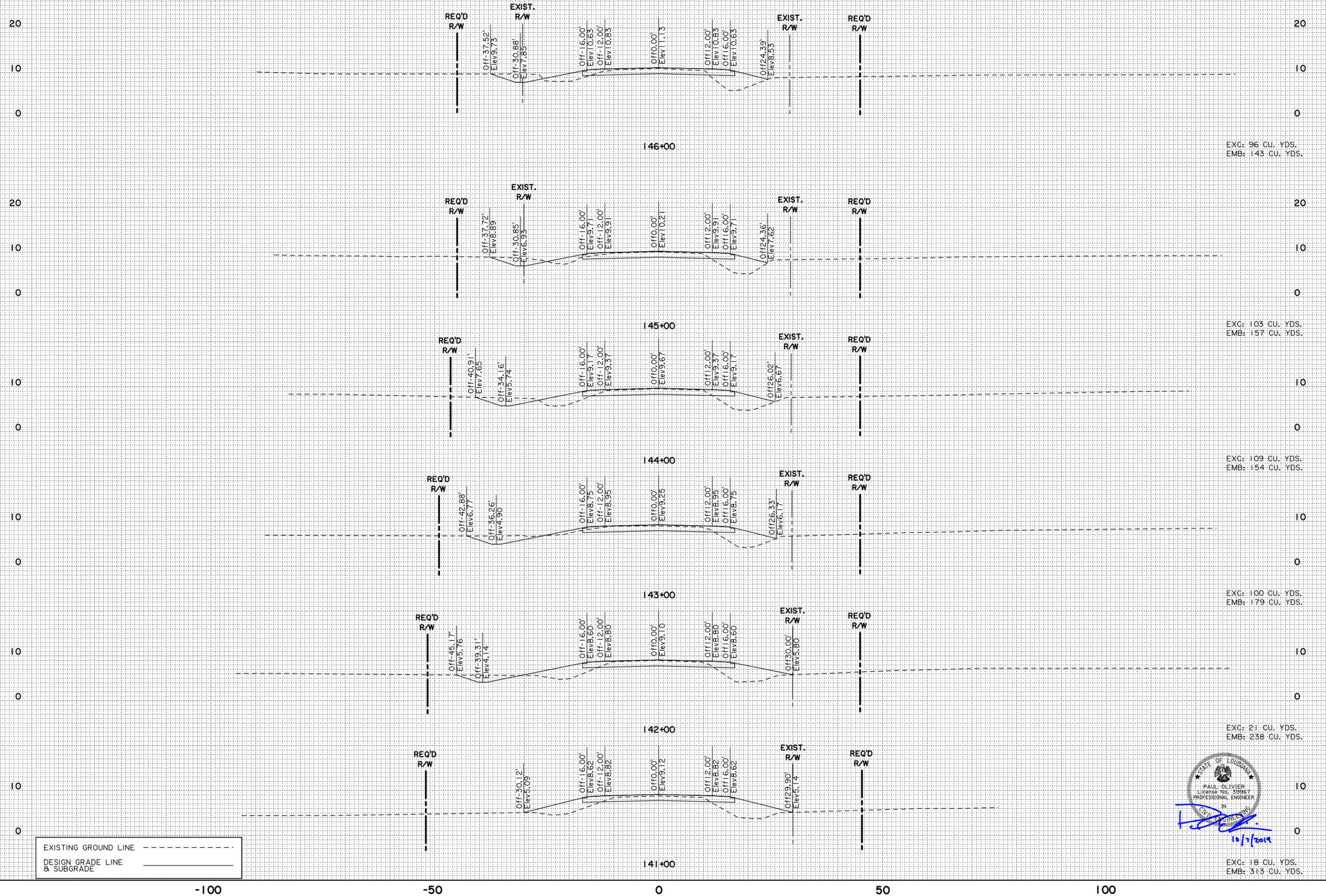
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DESIGNED BY	P. OLIVIER	PARISH	ASCENSION
CHECKED BY	D. HYMEL	CONTROL SECTION	-
DATE		PARISH PROJECT	MA-17-01-A
NO.		SERIES NUMBER	7 OF 14
NO.		DATE	
NO.		REVISION OR CHANGE ORDER DESCRIPTION	BY

CROSS SECTIONS

RODDY ROAD WIDENING: LA 935 TO LA 621

T. BAKER SMITH

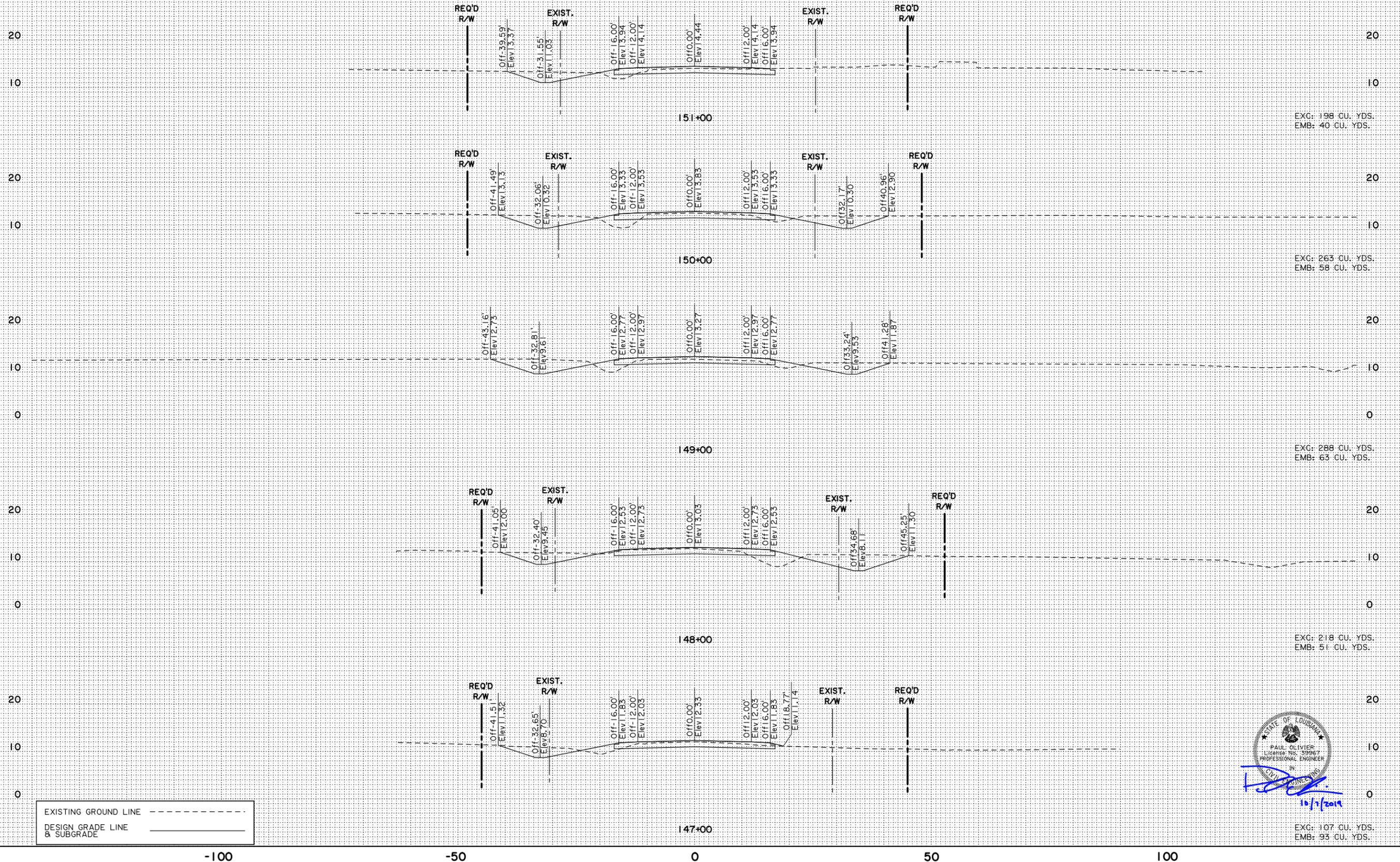
FINAL PLANS



EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE - - - - -
 & SUBGRADE



SHEET NUMBER		409	
DESIGNED	P. OLIVIER	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. OSBORNE	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER	SERIES NUMBER	9 OF 14
NO.		DATE	BY
REVISION OR CHANGE ORDER DESCRIPTION			
RODDY ROAD WIDENING: LA 935 TO LA 621			
T. BAKER SMITH			

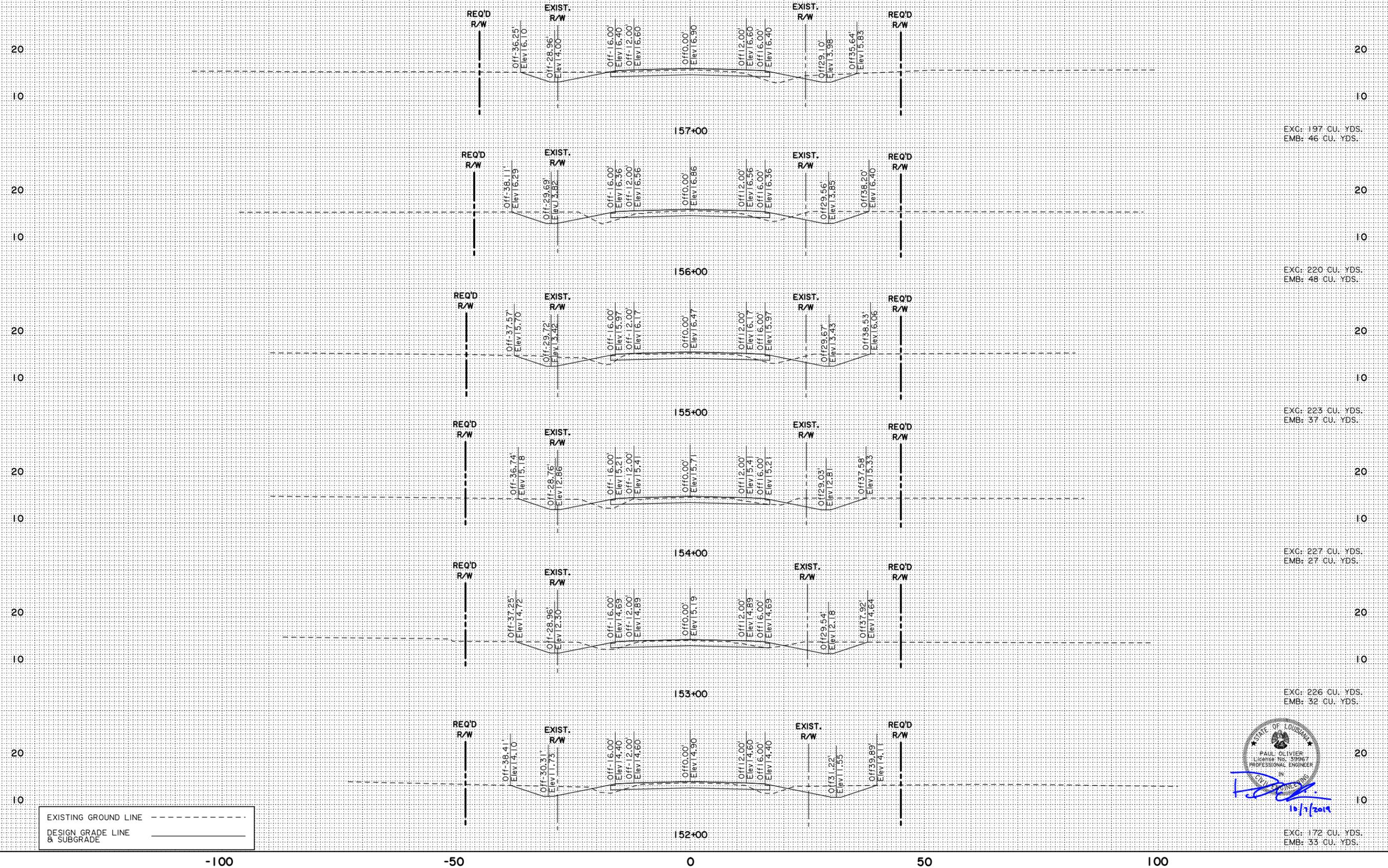


EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE _____



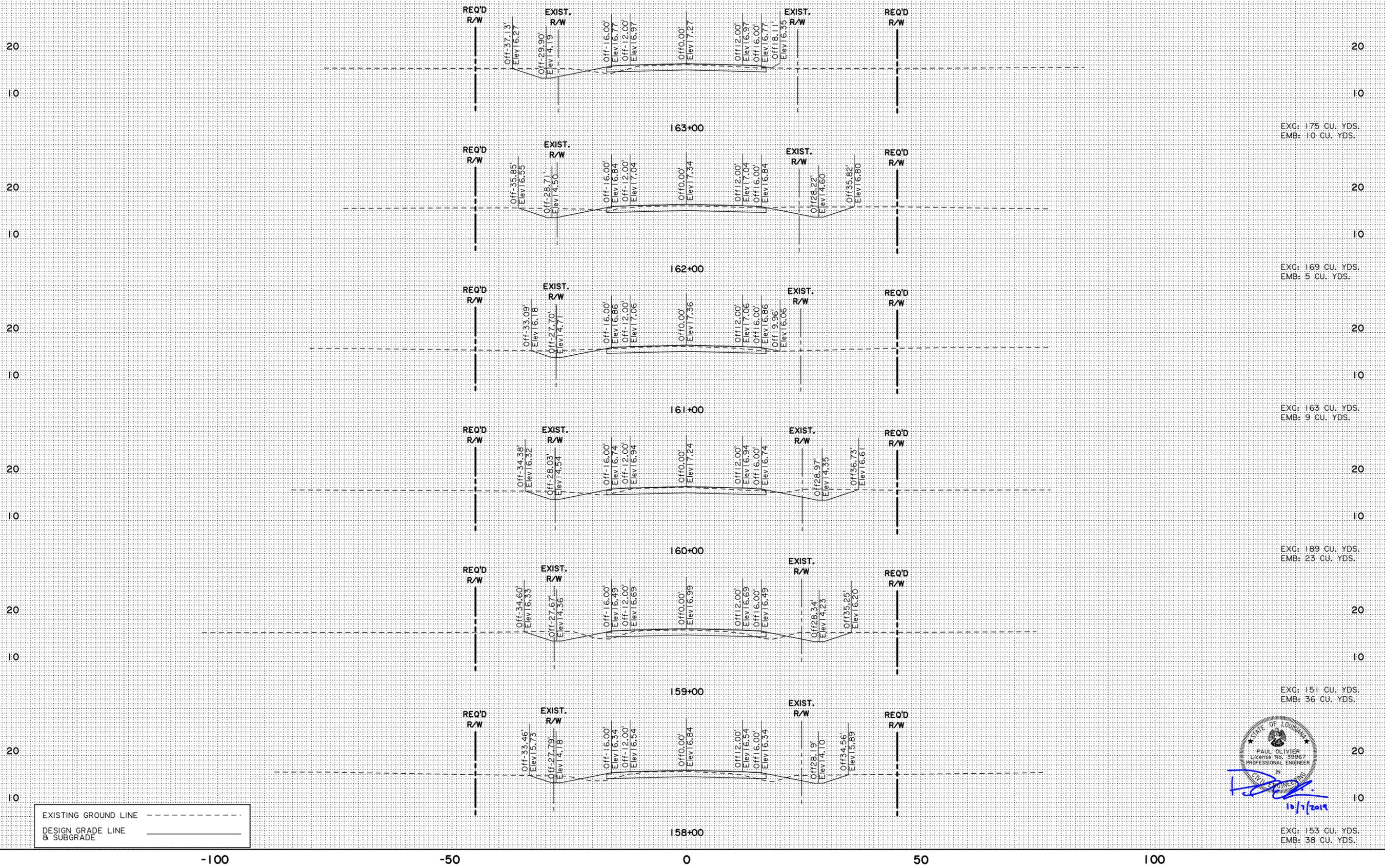
SHEET NUMBER		410	
DESIGNED	P. OLIVIER	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. OSBORNE	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER		
SERIES NUMBER	10 OF 14		
NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY
CROSS SECTIONS RODDY ROAD WIDENING: LA 935 TO LA 621			

FINAL PLANS



SHEET NUMBER		411	
DESIGNED	P. OLIVIER	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. OSBORNE	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER	SERIES NUMBER	11 OF 14
REVISION OR CHANGE ORDER DESCRIPTION		NO.	DATE
RODDY ROAD WIDENING: LA 935 TO LA 621		BY	
CROSS SECTIONS		T. BAKER SMITH	

FINAL PLANS



EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE _____



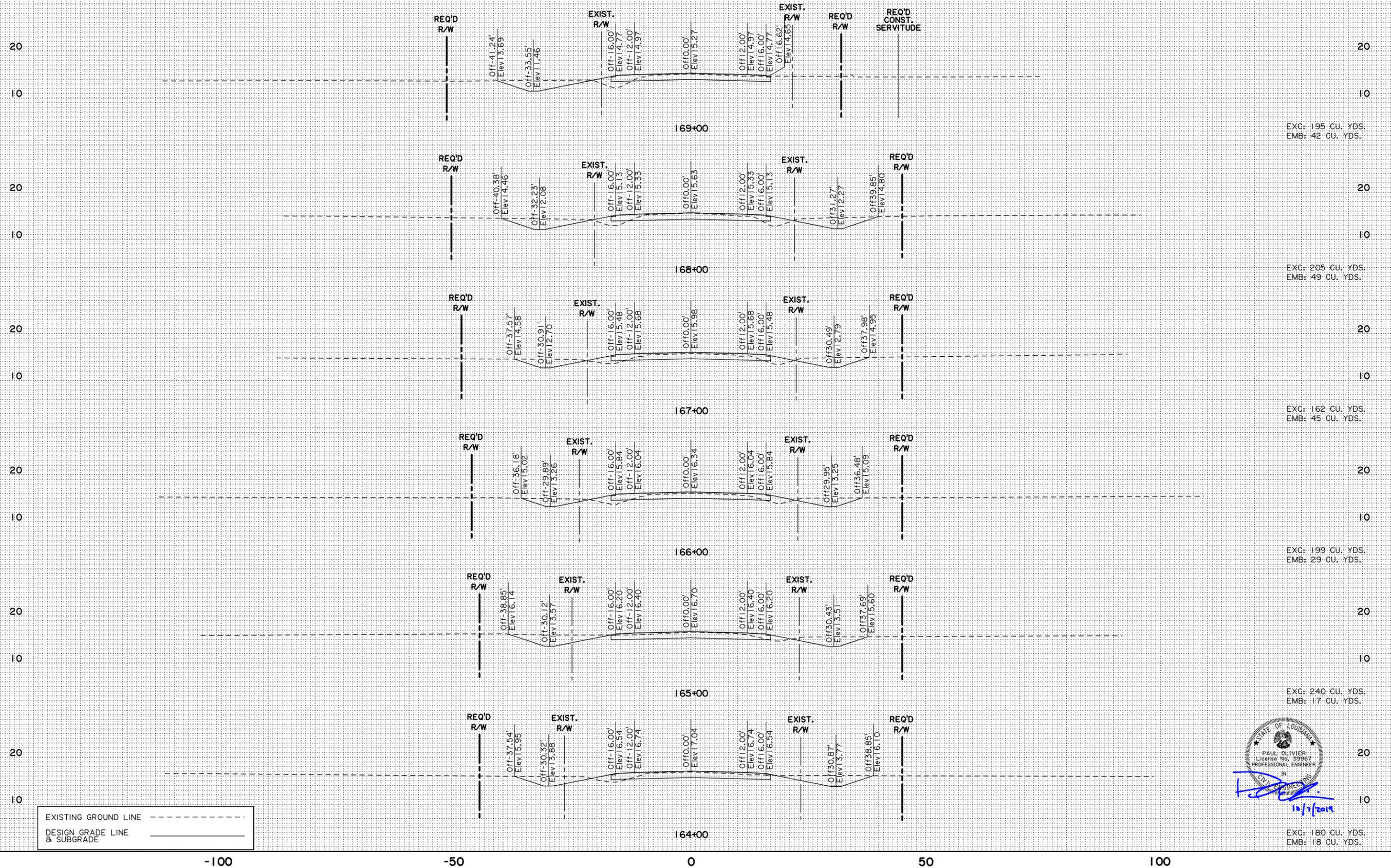
SHEET NUMBER		412	
DESIGNED BY	P. OLIVIER	PARISH	ASCENSION
CHECKED BY	D. HYMEL	CONTROL SECTION	-
DETAILED BY	L. OSBORNE	PARISH PROJECT	MA-17-01-A
CHECKED BY	P. OLIVIER	SERIES NUMBER	12 OF 14
REVISION OR CHANGE ORDER DESCRIPTION		NO.	DATE
RODDY ROAD WIDENING: LA 935 TO LA 621		BY	



CROSS SECTIONS



FINAL PLANS



EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE _____



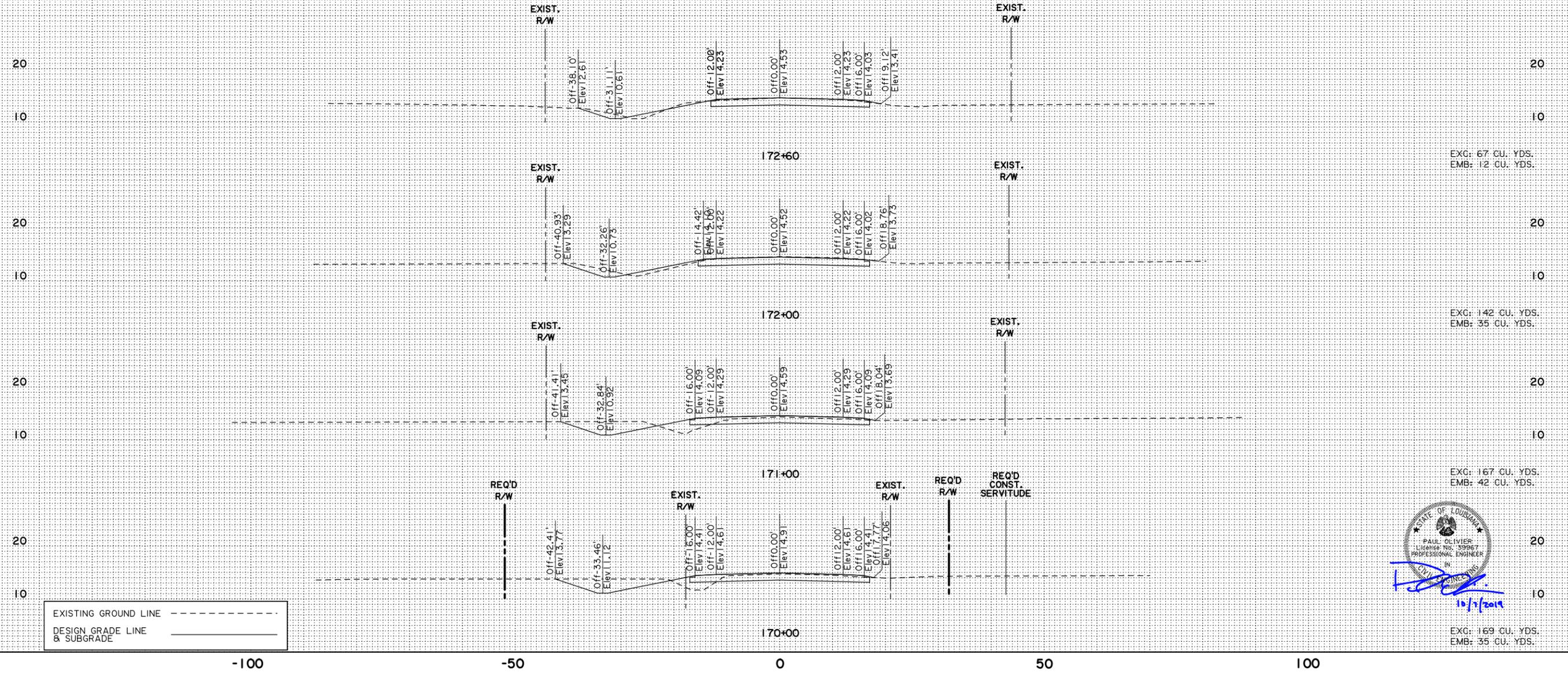
SHEET NUMBER		413	
DESIGNED	P. OLIVIER	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. OSBORNE	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER	SERIES NUMBER	13 OF 14
REVISION OR CHANGE ORDER DESCRIPTION		NO.	DATE
BY		NO.	DATE
RODDY ROAD WIDENING: LA 935 TO LA 621		CROSS SECTIONS	
T. BAKER SMITH			

FINAL PLANS

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08:47

10/3/2019



EXISTING GROUND LINE - - - - -
 DESIGN GRADE LINE & SUBGRADE _____



SHEET NUMBER		414	
DESIGNED	P. OLIVIER	PARISH	ASCENSION
CHECKED	D. HYMEL	CONTROL SECTION	-
DETAILED	L. OSBORNE	PARISH PROJECT	MA-17-01-A
CHECKED	P. OLIVIER	SERIES NUMBER	14 OF 14
NO.		DATE	BY
REVISION OR CHANGE ORDER DESCRIPTION			
RODDY ROAD WIDENING: LA 935 TO LA 621			
CROSS SECTIONS			
T. BAKER SMITH			